

EXHIBIT F(i)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMAZON.COM SERVICES LLC

and

CASE NUMBER 29-CA-261755

GERALD BRYSON, AN INDIVIDUAL

GENERAL COUNSEL EXHIBIT NO. 1

INDEX AND DESCRIPTION OF FORMAL DOCUMENTS
BOARD EXHIBIT NO. 1
DESCRIPTION

AMAZON.COM SERVICES, LLC
CASE 29-CA-261755

- 1(A) CHARGE IN CASE 29-CA-261755 FILED JUNE 17, 2020.
- 1(B) DOCKET LETTER TO EMPLOYER WITH AFFIDAVIT OF SERVICE IN CASE 29-CA-261755 DATED JUNE 17, 2020.
- 1(C) DOCKET LETTER TO CHARGING PARTY IN CASE 29-CA-261755 DATED JUNE 17, 2020.
- 1(D) COMPLAINT AND NOTICE OF HEARING IN CASE 29-CA-261755 DATED DECEMBER 22, 2020.
- 1(E) AFFIDAVIT OF SERVICE OF 1(D) IN CASE 29-CA-261755 DATED DECEMBER 22, 2020.
- 1(F) RESPONDENT'S ANSWER IN CASE 29-CA-261755 DATED JANUARY 5, 2021.
- 1(G) RESPONDENT'S AMENDED ANSWER IN CASE 29-CA-261755 DATED FEBRUARY 24, 2021.
- 1(H) PRETRIAL ORDER FOR ZOOM HEARING IN CASE 29-CA-261755 DATED MARCH 8, 2021.
- 1(I) NOTICE OF INTENT TO AMEND COMPLAINT AND NOTICE OF HEARING WITH AFFIDAVIT OF SERVICE IN CASE 29-CA-261755 DATED MARCH 23, 2021.
- 1(J) RESPONDENT'S SECOND AMENDED ANSWER IN CASE 29-CA-261755 DATED APRIL 6, 2021.
- 1(K) RESPONDENT'S MOTION FOR LEAVE TO AMEND ITS SECOND AMENDED ANSWER DATED MAY 22, 2021.
- 1(L) COUNSEL FOR THE ACTING GENERAL COUNSEL'S RESPONSE TO AMAZON'S MOTION FOR LREAVE TO AMEND ITS SECOND ANSWER DATED MAY 24, 2021.
- 1(M) INDEX AND DESCRIPTION OF FORMAL DOCUMENTS

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC

And

Case No. 29-CA-261755

GERALD BRYSON, AN INDIVIDUAL

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S RESPONSE TO AMAZON'S MOTION
FOR LEAVE TO AMEND ITS SECOND ANSWER TO THE AMENDED COMPLAINT**

On Saturday, May 22, 2021, at 2:19 pm, Amazon (Respondent) filed a Motion for Leave to Amend its Second Answer to the Amended Complaint that was issued by Regional Director Kathy Drew King.

For the reasons fully substantiated below, Counsel for the Acting General Counsel (CAGC) urges that Amazon's Motion be denied and that remedies pursuant to Section 102.21 of the Board's Rules and Regulations be granted.

The Reasons Proffered by Amazon in Support of its Motion are False and Disingenuous

**Amazon's Answer to the Amended Complaint Violates Section 102.21 of the Board's
Rules and Regulations as Amazon's Counsel Knew That Gerald Bryson's Protest of
Amazon's Failure to Provide Covid-19 Health and Safety Precautions to Warehouse
Employees Was Protected Concerted Activity**

Section 102.21 of the Board's Rules and Regulations regarding a respondent's filing of an answer to a complaint provides, in pertinent part, that..."The signature of the attorney or non-attorney party representative constitutes a certificate by him/her that he/she has read the answer; that to the best of his/her knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If an answer is not signed or is signed with intent to defeat the purpose of this section, it may be stricken as sham and false and the action may proceed as though the answer had not been served. For a willful violation of this section an attorney or non-attorney party representative may be subjected to appropriate disciplinary action..."

In paragraph 4 of its Motion, Amazon suggests that it is based only on the testimony and evidence presented thus far in the case that Amazon can now acknowledge that Gerald Bryson

engaged in protected concerted activity on March 25, March 30 and April 6, 2020 constituted protected concerted activity. Amazon's claim is false.

It is clear that Amazon's denial that Gerald Bryson engaged in protected concerted activity was not in good faith. Amazon's counsel knew this at the time that it filed its Answer, having spoken to Amazon representatives and having reviewed Amazon's documents and video footage that we now know existed.

There can be no other conclusion but that Amazon's denial of paragraph 5 of the Amended complaint was interposed for delay and that there was not good ground to support Amazon's denial and was a willful violation of Section 102.21 of the Board's Rules and Regulations by Amazon's attorneys. It is farcical to believe that Amazon's large team of high-powered attorneys could not have previously concluded - based on the evidence available to them and straightforward Board law - that Gerald Bryson's participation in employee health and safety protests was protected concerted activity.

Amazon's Claim that Good Cause Exists To Grant Its Motion Is False

In paragraph 5 of its Motion, Amazon contends that good cause exists to grant its Motion, contending that granting its Motion will streamline the litigation of the case.

Amazon's claim is absurd, as CAGC has already put on its evidence regarding Gerald Bryson's participation with coworkers in the March 25th, 30th and April 6th protests. Amazon's Motion this late in the litigation would streamline nothing. It does not even streamline Your Honor's analysis or decision writing, as Your Honor could write two sentences based on the record evidence to find that Gerald Bryson engaged in protected concerted activity.

Amazon's Motion to Amend its Answer – Just After Your Honor Ordered Amazon to Produce Unredacted Documents - is a Thinly Veiled Attempt to Avoid Producing the Unredacted Documents and to Prevent CAGC From Prosecuting Amazon's Unlawful Conduct. Amazon's Conduct Should Not Be Countenanced

In paragraph 5 of its Motion, after disingenuously claiming that amending its Answer to admit Bryson's protected concerted activity now will streamline the proceeding, Amazon exposes the real motivation behind its Motion; it is yet another attempt to flout Your Honor's Order requiring that Amazon produce GC Exhibits 65-69 in their unredacted form (with certain portions that can remain redacted) and to impede the CAGC's prosecution of Amazon's unfair labor practice violations.

In that regard, Amazon tried to bootstrap to its Motion regarding protected concerted activity to its a preposterous and unfounded assertion that CACG should therefore be precluded from litigating Amazon's animus, writing that "given the ALJ's strong indication that the *Burnup and Sims* analysis applies here, presentation of **evidence regarding**, or protracted litigation over, the issue of protected concerted activity and **animus will be unnecessary and**

unwarranted.” Connecting CACG’s right to present evidence of Amazon’s animus to a finding that Gerald Bryson engaged in protected activity is illogical and makes no sense. Respondent’s assertion is a ruse, yet another desperate attempt to avoid turning over documents.

As discussed on previous hearing dates, even if Your Honor believes that the *Burnup and Sims* analysis applies, CACG must continue to present evidence establishing Amazon’s animus, as it remains possible that the Board would not agree. It *is* necessary and warranted for the CACG to fully present its case to avoid a situation in which the Board remands this case to the ALJ to apply a *Wright Line* analysis and having to then relitigate Amazon’s animus at a much later time.

Based on the above, Counsel for the Acting General Counsel urges that pursuant to Section 102.21 of the Board’s Rules and Regulations, Your Honor strike Amazon’s Answer as false and sham and proceed as if it had not been filed or, alternatively, strike Amazon’s answer to paragraph 5 of the Complaint. Furthermore, CACG urges Your Honor to impose sanctions on Amazon’s counsel for filing an Answer in bad faith and to interpose delay and for which there was no good ground to deny paragraph 5 of the Amended Complaint.

Dated: May 24, 2021

/s/ Nancy K. Reibstein

Nancy K. Reibstein, Regional Attorney

/s/ Evamaria Cox

Evamaria Cox

Counsel for the Acting General Counsel

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC)	
)	
and)	Case 29-CA-261755
)	
GERALD BRYSON)	
An Individual.)	

**RESPONDENT’S MOTION FOR LEAVE TO AMEND ITS SECOND AMENDED
ANSWER TO THE COUNSEL FOR THE ACTING GENERAL COUNSEL’S
AMENDED COMPLAINT**

Pursuant to Section 102.23 of the National Labor Relations Board’s Rules and Regulations, Amazon.com Services LLC (“Respondent,” “Amazon” or the “Company”), through its undersigned counsel, hereby moves to amend its Second Amended Answer to the Amended Complaint.

1. Under Section 102.23 of the Board’s Rules, a respondent may amend its answer after the hearing has opened is “in the discretion of the [ALJ] or the Board.” For the following reasons, Respondent’s Motion to Amend should be granted.

2. On December 22, 2020, the Counsel for the Acting General Counsel (“CAGC”) filed the original Complaint, which alleged, in part, that on or about April 6, 2020, Charging Party Gerald Bryson “during a demonstration at the JFK8 Facility, Bryson engaged in protected concerted activity by protesting Respondent’s failure to provide greater COVID-19 safety precautions to employees.” On January 5, 2021, Respondent filed an Answer to the Complaint denying that Bryson engaged in protected concerted activity.

3. On March 23, the CAGC moved to amend paragraph 5 of the original Complaint on the record to allege that Bryson similarly engaged in protected concerted activity on March 25 and 30, 2020. On April 6, Respondent filed a second amended answer, admitting that Bryson

had engaged in the conduct alleged, but denying the legal conclusion that such activity constituted protected concerted activity.

4. Since testimony opened on May 3, 2021 and based on the evidence presented to date, Respondent acknowledges that the CAGC has presented evidence that the conduct alleged in paragraph 5 of the Amended Complaint constitutes protected concerted activity by Bryson. Therefore, Respondent moves to amend paragraph 5 of its Second Amended Answer to fully admit the allegations of that paragraph. A draft of Respondent's Third Amended Answer, containing the amended paragraph 5, is attached hereto as Exhibit A.

5. Good cause exists for granting this Motion. Respondent and the CAGC share an interest in a timely resolution of this case and admitting to this conduct will streamline the litigation of the case. *See, e.g., Swing Staging Inc.*, 251 NLRB 563, 564 (1980) (no factual issues remained to be litigated following Respondent's motion to amend its answer during the hearing). Moreover, given the ALJ's strong indication that the *Burnup & Sims*¹ analysis applies here, presentation of evidence regarding, or protracted litigation over, the issue of protected concerted activity and animus will be unnecessary and unwarranted.

6. Further, Respondent's Motion is timely and will not cause prejudice to the CAGC. The instant motion comes before the end of both the CAGC's and Respondent's cases in chief. *Cf. Oak Harbor Freight Lines, Inc.*, 358 NLRB 328, 332 n. 2 (2012), *reaffd.* 361 NLRB 884 (2014) (denying motion to allege an additional affirmative defense that was offered after the case had been fully litigated).

¹ *NLRB v. Burnup & Sims*, 379 U.S. 21, 23 (1964) (the Board will find a violation of the Act where "the discharged employee was at the time engaged in a protected activity, that the employer knew it was such, that the basis of the discharge was an alleged act of misconduct in the course of that activity, and that the employee was not, in fact, guilty of that misconduct").

For the foregoing reasons, Respondent respectfully requests that the ALJ grant its Motion for Leave to Amend Its Second Amended Answer to the Counsel for the Acting General Counsel's Amended Complaint.

Date: May 22, 2021

Respectfully submitted,

/s/ Nicole Buffalano

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*Attorneys for Respondent
Amazon.com Services LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Motion was served this 22nd day of May, 2021 via electronic mail upon the following:

Evamaria Cox
Counsel for the Acting General Counsel
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Frank Kearn
Charging Party's Legal Representative
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/s/ Kelcey J. Phillips Dated: May 22, 2021

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Attorney for Respondent
Amazon.com Services LLC

EXHIBIT A

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC)	
)	
and)	Case 29-CA-261755
)	
GERALD BRYSON)	
An Individual.)	
)	

RESPONDENT'S THIRD AMENDED ANSWER

Pursuant to Sections 102.20, 102.21, and 102.23 of the National Labor Relations Board's Rules and Regulations, Amazon.com Services LLC ("Respondent," "Amazon" or the "Company"), through its undersigned counsel, files this Amended Answer to the Complaint ("Complaint") according to the Complaint's numbered paragraphs. To the extent that the Complaint's introduction contains allegations and legal conclusions, they are denied.

1. Respondent is without knowledge as to the allegations in this paragraph of the Complaint.

2. (a) Admitted.

(b) Admitted.

3. Admitted.

4. Admitted.

5. (a) Admitted.

(b) Admitted.

(c) Admitted.

6. (a) Admitted.

(b) Admitted.

(c) Denied.

7. Denied.

8. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

9. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

Any and all remaining allegations contained in the Complaint are denied.

SEPARATE DEFENSES

Respondent asserts the following separate defenses to the Complaint without conceding that it bears the burden of proof as to any of them:

1. The Complaint fails to state a claim upon which relief can be granted.

2. Respondent has been denied due process of law.

3. The position of the Agency and the issuance of Complaint are not substantially justified.

4. The Complaint is barred inasmuch as the Charging Party failed to properly serve the charge on the Respondent as required by Section 102.14(a) of the Board's Rules and Regulations.

5. Some or all of the allegations of the Complaint are barred in whole or in part because such allegations were not within the scope of the allegations made in any underlying unfair labor practice charge(s).

6. Some or all of the allegations of the Complaint are barred in whole or in part by the applicable limitations period under Section 10(b) of the National Labor Relations Act.

7. The Acting General Counsel has no authority to prosecute the Complaint based on the premature and improper removal of General Counsel Peter Robb on January 20, 2021.

Pursuant to Section 3(d) of the Act, the General Counsel is appointed “for a term of four years” and has the “final authority . . . in respect of the prosecution of such complaints before the Board.” General Counsel Peter Robb’s improper removal and replacement, before his four-year term ended on or about November 15, 2021, renders prosecution of the Complaint *ultra vires*.

WHEREFORE, Respondent Amazon.com Services LLC requests that the Complaint and Notice of Hearing be dismissed, with prejudice.

Date: May 22, 2021

Respectfully submitted,

/s/ Nicole Buffalano

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*Attorneys for Respondent
Amazon.com Services LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Second Amended Answer was served
this 22nd day of May, 2021 via electronic mail upon the following:

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/s/ Kelcey J. Phillips Dated: May 22, 2021

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Attorney for Respondent
Amazon.com Services LLC

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC)	
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GERALD BRYSON)	
An Individual.)	
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RESPONDENT'S SECOND AMENDED ANSWER

Pursuant to Sections 102.20, 102.21, and 102.23 of the National Labor Relations Board's Rules and Regulations, Amazon.com Services LLC ("Respondent," "Amazon" or the "Company"), through its undersigned counsel, files this Amended Answer to the Complaint ("Complaint") according to the Complaint's numbered paragraphs. To the extent that the Complaint's introduction contains allegations and legal conclusions, they are denied.

1. Respondent is without knowledge as to the allegations in this paragraph of the Complaint.

2. (a) Admitted.

(b) Admitted.

3. Admitted.

4. Admitted.

5. (a) Admitted in part; denied in part. Respondent admits only that Bryson was present at the morning managers meeting on or about March 25, 2020. The remaining allegations contained herein state a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

(b) Admitted in part; denied in part. Respondent admits only that Bryson was present during the demonstration at the JFK8 Facility on or about March 30, 2020. The

remaining allegations contained herein state a legal conclusion for which no answer is required.

To the extent a response is required, the allegations are denied.

(c) Admitted in part; denied in part. Respondent admits only that Bryson was present during the demonstration at the JFK8 Facility on or about April 6, 2020. The remaining allegations contained herein state a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

6. (a) Admitted.

(b) Admitted.

(c) Denied.

7. Denied.

8. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

9. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

Any and all remaining allegations contained in the Complaint are denied.

SEPARATE DEFENSES

Respondent asserts the following separate defenses to the Complaint without conceding that it bears the burden of proof as to any of them:

1. The Complaint fails to state a claim upon which relief can be granted.
2. Respondent has been denied due process of law.
3. The position of the Agency and the issuance of Complaint are not substantially justified.

4. The Complaint is barred inasmuch as the Charging Party failed to properly serve the charge on the Respondent as required by Section 102.14(a) of the Board's Rules and Regulations.

5. Some or all of the allegations of the Complaint are barred in whole or in part because such allegations were not within the scope of the allegations made in any underlying unfair labor practice charge(s).

6. Some or all of the allegations of the Complaint are barred in whole or in part by the applicable limitations period under Section 10(b) of the National Labor Relations Act.

7. The Acting General Counsel has no authority to prosecute the Complaint based on the premature and improper removal of General Counsel Peter Robb on January 20, 2021. Pursuant to Section 3(d) of the Act, the General Counsel is appointed "for a term of four years" and has the "final authority . . . in respect of the prosecution of such complaints before the Board." General Counsel Peter Robb's improper removal and replacement, before his four-year term ended on or about November 15, 2021, renders prosecution of the Complaint *ultra vires*.

WHEREFORE, Respondent Amazon.com Services LLC requests that the Complaint and Notice of Hearing be dismissed, with prejudice.

Date: April 6, 2021

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Second Amended Answer was served
this 6th day of April, 2021 via electronic mail upon the following:

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/s/ Kelcey J. Phillips Dated: April 6, 2021

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC

And

Case No. 29-CA-261755

GERALD BRYSON, AN INDIVIDUAL

**NOTICE OF INTENT TO AMEND
COMPLAINT AND NOTICE OF HEARING**

PLEASE TAKE NOTICE that at the commencement of the hearing in Case No. 29-CA-261755 on March 29, 2021 at 10:00 a.m. before an Administrative Law Judge of the National Labor Relations Board, or as soon thereafter as counsel can be heard, Counsel for the Acting General Counsel will move to amend the Complaint and Notice of Hearing (the Complaint) as set forth below.

1) Existing paragraph 5 of the Complaint is now modified as follows.

5. (a) On or about March 25, 2020, during Respondent's morning managers meeting, Bryson engaged in protected concerted activity by advocating, with a group of coworkers, for greater COVID-19 protections and by raising concerns about potential COVID-19 exposure.

(b) On or about March 30, 2020, during a demonstration at the JFK8 Facility, Bryson engaged in protected concerted activity by protesting with coworkers Respondent's failure to provide greater COVID-19 safety protections to employees.

(c) On or about April 6, 2020, during a demonstration at the JFK8 Facility, Bryson engaged in protected concerted activity by protesting with coworkers Respondent's failure to provide greater COVID-19 safety protections to employees.

Dated: March 23, 2021

/s/ Evamaria Cox

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC

and

Case No. 29-CA-261755

GERALD BRYSON, AN INDIVIDUAL

CERTIFICATE OF SERVICE: NOTICE OF INTENT TO AMEND

I certify that on March 23, 2021, I served the above-entitled document(s) as noted below, upon the following persons:

By electronic mail:

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

AMAZON.COM SERVICES LLC

and

Case 29-CA-261755

GERALD BRYSON, AN INDIVIDUAL

PRETRIAL ORDER FOR ZOOM HEARING

The hearing in the above-captioned case is scheduled to begin on March 29, 2021, at 10:00 a.m., by Zoom video conference and continue on consecutive days thereafter. The start time of the first day has been changed from 9:30 a.m. to 10 a.m. to accommodate counsel on the west coast. I anticipate that the start time on subsequent days will also be 10 a.m., but it may be adjusted as necessary. This order provides instructions as to how the video trial will proceed.

Zoom Invitations

Before the trial, I will send counsel for the parties a Zoom invitation on Microsoft Outlook. Counsel may forward the invitation to other participants. On the day of the trial, participants will be placed in an online waiting room until they are admitted to the meeting.

Courtroom Deputy

An NLRB “Board-side” attorney (i.e., staff of a Board Member, the Executive Secretary, or the Solicitor’s Office) may be assigned to participate in the hearing as a courtroom deputy. The courtroom deputy will be screened from working on this case if it ultimately comes before the Board. The courtroom deputy will be available to assist with Zoom technology, including the presentation of documents, assigning individuals to breakout rooms, and troubleshooting technical issues. It has not yet been determined whether a courtroom deputy will be available for the trial in this case.

**Participants, Responsibilities of Counsel, Witnesses, Interpreters,
Waiting Room, and Breakout Rooms**

If participants do not already have a Zoom account, they should visit Zoom.US and create an account using their real names. It will be important for all involved to familiarize themselves with the Zoom platform in advance of the hearing. Zoom has several video tutorials which may be helpful.

Counsel will be responsible for ensuring that their witnesses have access to

equipment, internet, and training necessary to fully participate in the Zoom video hearing. Although it is possible to access a Zoom meeting by cellular device, a computer with wifi generally provides a more stable connection and better functionality. Accordingly, counsel and witnesses should test and use a wifi connection to access the meeting. If counsel anticipates that their witnesses may have problems with equipment and/or an internet connection, the other parties and I should be notified immediately.

Subject to a potential sequestration order, the parties are not restricted from inviting individuals of their choosing to access the Zoom hearing.

Witnesses need not join the meeting significantly before it is time for them to testify, but should err on the side of joining somewhat early. We can expect a video hearing to take longer than a standard in-person trial and will need the best efforts of participants to avoid undue delay and expense.

Only one attorney for each party may be unmuted at any given time in order to avoid extraneous sound and audio feedback (which occurs when two devices are unmuted and accessing the meeting from the same space). Further, in addition to being muted, the video feed of individuals other than myself, the courtroom deputy, counsel, and the witness should be stopped. The Zoom video settings can be set to "hide non-video participants," which will remove the video box of a person who has stopped his/her video feed from the gallery view. This will avoid confusion caused by having too many video boxes on the monitor.

Witnesses may not use virtual backgrounds. Other participants may use virtual backgrounds.

Witnesses should be alone in the room where they testify and must not have any surreptitious communication with anyone by electronic device. Witness must also refrain from looking at non-exhibit documents or materials while testifying, unless granted permission to do so. I will provide these instructions to each witness when I administer the oath.

If interpreters will be used, the parties and I must be notified in advance of the hearing. The interpreters should be prepared to provide consecutive rather than simultaneous translations as it is unlikely that simultaneous translation will be possible on the Zoom platform.

At my discretion, witnesses may be temporarily removed from the primary hearing room and returned to the waiting room if it is necessary to discuss an issue outside the presence of the witness.

If counsel desire to consult with each other or speak with clients (other than a client on the witness stand), they may ask to be placed in a private breakout room for a pre-determined period of time. Conversations in a breakout room cannot be heard by people outside of it.

Documents and Exhibits

A SharePoint page will be available for uploading documents into file folders and accessing those documents. Folders will be created for General Counsel exhibits and Respondent exhibits. However, the parties may create and use additional folders as they deem necessary. Please note that I will not access or review documents before they are marked for use as exhibits. If counsel would like additional people to have access to the SharePoint page, the names and email addresses of those individuals should be emailed to me. Please be advised that some individuals have had difficulty gaining access to a case SharePoint page, particularly with Apple computers or devices. Therefore, the parties should be prepared to exchange documents by email or some other form of electronic transmission if necessary.

As it has been our experience that video hearings are cumbersome with regard to the use and exchange of documents, it will be important for the parties to prepare and exchange documents in advance. Accordingly, I strongly encourage the parties to exchange subpoenaed records no later than March 26, 2021 at 2:00 p.m. Likewise, I strongly encourage counsel to, no later than March 26, 2021, exchange exhibits which they expect to enter into evidence. Each party should pre-mark/paginate their exhibits in advance. It is often convenient for a party to place all or most of their exhibits in a single Adobe file with bookmarks to the first page of each exhibit. Exhibits need not be produced in advance if the introducing party has any legitimate reason to withhold them, including a strategic reason or uncertainty as to whether the document will be necessary. The purpose of this direction is to facilitate an efficient hearing under difficult circumstances and not to exclude documents because they have not been produced in advance of the hearing.

The Zoom "Share Screen" function will likely be used as the primary method of presenting exhibits to witnesses. In doing so, counsel may find it helpful to give the witness control of the shared screen to scroll through the exhibit at his/her discretion. If counsel prefers a different method of presenting exhibits other than share screen, arrangements may be made to do so. Whatever method is used to present documents, please practice in advance.

Jencks Statements

Jencks statements such as affidavits will not be produced by the General Counsel until a witness has been called by the General Counsel and testifies on direct examination. Upon the conclusion of the hearing, Respondent's counsel **MUST** delete all Jencks statements from their computers and represent that they have done so.

Advance Notice of Difficulties

I strongly encourage parties to be proactive in notifying each other and me of any technical difficulties or other issues they may encounter while preparing for trial. In particular, Zoom participants sometimes struggle with connectivity and audio. To

establish a stable connection, it may be helpful to remain close to the router (perhaps tethering the computer to the router by wire), close unused applications, and/or limit the number of devices that are using the wifi. It will also be useful to test your computer speaker and microphone shortly before the trial.

Dated: March 8, 2021
New York, New York

S/ Benjamin W. Green

Benjamin W. Green
Administrative Law Judge

Served by email as follows:

Nicole A. Buffalano, Esq. (nicole.buffalano@morganlewis.com)

Evamaria Cox, Esq. (Evamaria.cox@nlrb.gov)

Matthew Jackson, Esq. (Matthew.Jackson@nlrb.gov)

Frank Kearl, Esq. (frank.kearl@maketheroadny.org)

Christopher J. Murphy, Esq. (christopher.murphy@morganlewis.com)

Kelcey J. Phillips, Esq. (kelcey.phillips@morganlewis.com)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC)	
)	
and)	Case 29-CA-261755
)	
GERALD BRYSON)	
An Individual.)	
)	

RESPONDENT'S AMENDED ANSWER

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board's Rules and Regulations, Amazon.com Services LLC ("Respondent," "Amazon" or the "Company"), through its undersigned counsel, files this Amended Answer to the Complaint ("Complaint") according to the Complaint's numbered paragraphs. To the extent that the Complaint's introduction contains allegations and legal conclusions, they are denied.

1. Respondent is without knowledge as to the allegations in this paragraph of the Complaint.

2. (a) Admitted.

(b) Admitted.

3. Admitted.

4. Respondent admits only that, at all material times, Tyler Grabowski held the position of Respondent's Human Resources Business Partner. The remaining allegations in this paragraph state a legal conclusion for which no answer is required. To the extent a response is required, the remaining allegations of this paragraph are denied.

5. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

6. (a) Admitted.

(b) Admitted.

(c) Denied.

7. Denied.

8. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

9. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

Any and all remaining allegations contained in the Complaint are denied.

SEPARATE DEFENSES

Respondent asserts the following separate defenses to the Complaint without conceding that it bears the burden of proof as to any of them:

1. The Complaint fails to state a claim upon which relief can be granted.
2. Respondent has been denied due process of law.
3. The position of the Agency and the issuance of Complaint are not substantially justified.
4. The Complaint is barred inasmuch as the Charging Party failed to properly serve the charge on the Respondent as required by Section 102.14(a) of the Board's Rules and Regulations.
5. Some or all of the allegations of the Complaint are barred in whole or in part because such allegations were not within the scope of the allegations made in any underlying unfair labor practice charge(s).
6. Some or all of the allegations of the Complaint are barred in whole or in part by the applicable limitations period under Section 10(b) of the National Labor Relations Act.

7. The Acting General Counsel has no authority to prosecute the Complaint based on the premature and improper removal of General Counsel Peter Robb on January 20, 2021. Pursuant to Section 3(d) of the Act, the General Counsel is appointed “for a term of four years” and has the “final authority . . . in respect of the prosecution of such complaints before the Board.” General Counsel Peter Robb’s improper removal and replacement, before his four-year term ended on or about November 15, 2021, renders prosecution of the Complaint *ultra vires*.

WHEREFORE, Respondent Amazon.com Services LLC requests that the Complaint and Notice of Hearing be dismissed, with prejudice.

Date: February 24, 2021

Respectfully submitted,

/s/ Nicole Buffalano
Nicole Buffalano
MORGAN LEWIS & BOCKIUS LLP
300 South Grand Avenue
Los Angeles, CA 90071-3132
213.612.7443
nicole.buffalano@morganlewis.com

Christopher J. Murphy
MORGAN LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
215.963.5601
christopher.murphy@morganlewis.com

*Attorneys for Respondent
Amazon.com Services LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Amended Answer was electronically filed, and served via e-mail and mail, on February 24, 2021, upon the following:

Evamarie Cox
Field Attorney
National Labor Relations Board, Region 29
Two Metro Tech Center, Suite 5100
Brooklyn, NY 11201
Evamaria.Cox@nlrb.gov

Gerald Bryson
1950 Clove Rd.
Apt. 543
Staten Island, NY 10304

Frank Kearl, Staff Attorney
Make the Road New York
161 Port Richmond Ave.
Staten Island, NY 10302

/s/ Nicole Buffalano
Nicole Buffalano

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC)	
)	
and)	Case 29-CA-261755
)	
GERALD BRYSON)	
An Individual.)	
)	

RESPONDENT'S ANSWER

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board's Rules and Regulations, Amazon.com Services LLC ("Respondent," "Amazon" or the "Company"), through its undersigned counsel, answers the Complaint ("Complaint") according to the Complaint's numbered paragraphs. To the extent that the Complaint's introduction contains allegations and legal conclusions, they are denied.

1. Respondent is without knowledge as to the allegations in this paragraph of the Complaint.

2. (a) Admitted.

(b) Admitted.

3. Admitted.

4. Respondent admits only that, at all material times, Tyler Grabowski held the position of Respondent's Human Resources Business Partner. The remaining allegations in this paragraph state a legal conclusion for which no answer is required. To the extent a response is required, the remaining allegations of this paragraph are denied.

5. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

6. (a) Admitted.

(b) Admitted.

(c) Denied.

7. Denied.

8. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

9. This paragraph states a legal conclusion for which no answer is required. To the extent a response is required, the allegations are denied.

Any and all remaining allegations contained in the Complaint are denied.

SEPARATE DEFENSES

Respondent asserts the following separate defenses to the Complaint without conceding that it bears the burden of proof as to any of them:

1. The Complaint fails to state a claim upon which relief can be granted.
2. Respondent has been denied due process of law.
3. The position of the Agency and the issuance of Complaint are not substantially justified.
4. The Complaint is barred inasmuch as the Charging Party failed to properly serve the charge on the Respondent as required by Section 102.14(a) of the Board's Rules and Regulations.
5. Some or all of the allegations of the Complaint are barred in whole or in part because such allegations were not within the scope of the allegations made in any underlying unfair labor practice charge(s).
5. Some or all of the allegations of the Complaint are barred in whole or in part by the applicable limitations period under Section 10(b) of the National Labor Relations Act.

WHEREFORE, Respondent Amazon.com Services LLC requests that the Complaint and Notice of Hearing be dismissed, with prejudice.

Date: January 5, 2021

Respectfully submitted,

/s/ Ross H. Friedman

Ross H. Friedman
MORGAN LEWIS & BOCKIUS LLP
77 West Wacker Drive, Fifth Floor
Chicago, IL 60601
312.324.1000
ross.friedman@morganlewis.com

*Attorneys for Respondent
Amazon.com Services LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was electronically filed, and served via e-mail and mail, on January 5, 2021, upon the following:

Evamarie Cox
Field Attorney
National Labor Relations Board, Region 29
Two Metro Tech Center, Suite 5100
Brooklyn, NY 11201
Evamaria.Cox@nlrb.gov

Gerald Bryson
1950 Clove Rd.
Apt. 543
Staten Island, NY 10304

Frank Kearl, Staff Attorney
Make the Road New York
161 Port Richmond Ave.
Staten Island, NY 10302

/s/ Ross H. Friedman
Ross H. Friedman

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC

and

Case 29-CA-261755

GERALD BRYSON, an Individual

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on , I served the above-entitled document(s) by **e-issuance**, as noted below, upon the following persons, addressed to them at the following addresses:

Ross H. Friedman , Counsel for
Commonwealth Edison Company
Morgan, Lewis & Bockius LLP
77 W Wacker Dr Fl 5
Chicago, IL 60601-1671

Amazon.com Services LLC
546 Gulf Ave
Staten Island, NY 10314

Gerald Bryson
1950 Clove Rd.
Apt. 543
Staten Island, NY 10304

Frank Kearn , Staff Attorney
Make the Road New York
161 Port Richmond Ave.
Staten Island, NY 10302

December 22, 2020

Date

Tasha V. Fred , Designated Agent of
NLRB

Name

/s/ Tasha V. Fred

Signature

FORM NLRB 4338
(6-90)

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE**

Case 29-CA-261755

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Ross H. Friedman , Counsel for Commonwealth
Edison Company
Morgan, Lewis & Bockius LLP
77 W Wacker Dr Fl 5
Chicago, IL 60601-1671

Amazon.com Services LLC
546 Gulf Ave
Staten Island, NY 10314

Gerald Bryson
1950 Clove Rd.
Apt. 543
Staten Island, NY 10304

Frank Kearl , Staff Attorney
Make the Road New York
161 Port Richmond Ave.
Staten Island, NY 10302

Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

(OVER)

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

FORM NLRB 4338
(6-90)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES LLC

And

Case No. 29-CA-261755

GERALD BRYSON, AN INDIVIDUAL

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Gerald Bryson (Bryson or the Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Amazon.com Services LLC (Respondent) has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on June 17, 2020, and a copy was served on Respondent by U.S. mail on June 17, 2020.

2. (a) At all material times, Respondent, a Delaware limited liability company with a Fulfillment Center in Staten Island, New York (JFK8 Facility) has been engaged in providing online retail sales throughout the United States.

(b) During the past twelve-month period, which period is representative of its operations in general, Respondent, in conducting its business operations described above in subparagraph 2(a), derived gross revenues in excess of \$500,000 and purchased and received at its JFK8 Facility goods valued in excess of \$5,000 directly from points outside the State of New York.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, Tyler Grabowski held the position of Respondent's Human Resources Business Partner and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

5. On or about April 6, 2020, during a demonstration at the JFK8 Facility, Bryson engaged in protected concerted activity by protesting Respondent's failure to provide greater COVID-19 safety protections to employees.

6. (a) On or about April 10, 2020, Respondent suspended Bryson.

(b) On or about April 17, 2020, Respondent discharged Bryson.

(c) Since on or about April 10, 2020, Respondent has failed and refused to reinstate, or offer to reinstate, Bryson to his former position of employment.

7. Respondent engaged in the conduct described above in paragraph 6 because Bryson engaged in the conduct described above in paragraph 5, and to discourage employees from engaging in these or other concerted activities.

8. By the conduct described above in paragraphs 6 and 7, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 6 and 7, the General Counsel seeks an Order requiring Respondent to submit to the Regional Director a copy of the IRS form W-2 reflecting backpay paid to Gerald Bryson.

The General Counsel also seeks, as part of the remedy for the allegations in paragraphs 6 and 7, an Order requiring Respondent to physically post and to electronically distribute the Notice

to Employees by Respondent's intranet application "Amazon A to Z" and by its "JFK8 inSites" e-mail, in Spanish in addition to English.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Complaint. The answer must be **received by this office on or before January 5, 2021 or postmarked on or before January 4, 2021**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within

three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

Any request for an extension of time to file an answer must, pursuant to Sections 102.22 and 102.2 of the Board's Rules and Regulations, be filed electronically by the close of business on **January 5, 2021**. The request should be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **March 29, 2021, at 9:30 AM**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board by videoconference, or in a manner and at a location otherwise ordered by the Administrative Law Judge. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 22, 2020



KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE**

Case 29-CA-261755

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Ross H. Friedman , Counsel for Commonwealth
Edison Company
Morgan, Lewis & Bockius LLP
77 W Wacker Dr Fl 5
Chicago, IL 60601-1671

Amazon.com Services LLC
546 Gulf Ave
Staten Island, NY 10314

Gerald Bryson
1950 Clove Rd.
Apt. 543
Staten Island, NY 10304

Frank Kearl , Staff Attorney
Make the Road New York
161 Port Richmond Ave.
Staten Island, NY 10302

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlrb.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
NLRB
Mobile App

Gerald Bryson
1950 Clove Rd.
Apt. 543
Staten Island, NY 10304-_____

June 17, 2020

Re: Amazon.com Services LLC
Case 29-CA-261755

Dear Mr. Bryson:

The charge that you filed in this case on June 17, 2020 has been docketed as case number 29-CA-261755. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Evamaria Cox whose telephone number is (718)765-6172. If this Board agent is not available, you may contact Supervisory Attorney NANCY LIPIN whose telephone number is (718)765-6208.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody

Amazon.com Services LLC
Case 29-CA-261755

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or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case **MUST** be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

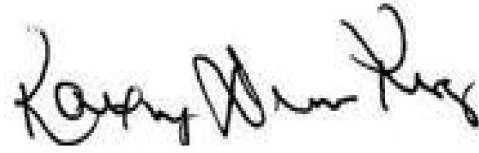
Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Amazon.com Services LLC
Case 29-CA-261755

- 3 -

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING
Regional Director

cc: Frank Kearn, Staff Attorney
Make the Road New York
161 Port Richmond Ave.
Staten Island, NY 10302-_____



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Agency Website: www.nlr.gov
Telephone: (718)330-7713
Fax: (718)330-7579



Download
NLRB
Mobile App

Amazon.com Services LLC
546 Gulf Ave
Staten Island, NY 10314-_____

June 17, 2020

Re: Amazon.com Services LLC
Case 29-CA-261755

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney Evamaria Cox whose telephone number is (718)765-6172. If this Board agent is not available, you may contact Supervisory Attorney NANCY LIPIN whose telephone number is (718)765-6208.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

GC 1(B)

Amazon.com Services LLC

- 2 -

Case 29-CA-261755

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case **MUST** be filed through the Agency's website, www.nlr.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. Please ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to

Amazon.com Services LLC
Case 29-CA-261755

- 3 -

your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kathy Drew-King". The signature is fluid and cursive, with the first name "Kathy" being more prominent.

KATHY DREW-KING
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Revised 3/21/2011

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME**CASE NUMBER**

29-CA-261755

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)**YES NO**A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$ _____B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$ _____C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$ _____D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$ _____E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$ _____F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$ _____G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$ _____H. **Gross Revenues** from all sales or performance of services (*Check the largest amount*):☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AMAZON.COM SERVICES LLC

Charged Party

and

GERALD BRYSON

Charging Party

Case 29-CA-261755

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 17, 2020, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Amazon.com Services LLC
546 Gulf Ave
Staten Island, NY 10314-_____

June 17, 2020

Date

FREDA DEVONSHIRE, Designated
Agent of NLRB

Name

/S/

Signature

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
29-CA-261755Date Filed
6/17/2020**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Amazon.com Services LLC	b. Tel. No. (888) 892-7180
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 546 Gulf Ave NY Staten Island 10314-_____	e. Employer Representative g. e-Mail h. Number of workers employed 5000
i. Type of Establishment (factory, mine, wholesaler, etc.) Others	j. Identify principal product or service E-commerce shipping logistics
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) --See additional page--	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Gerald Bryson Title: _____	
4a. Address (Street and number, city, state, and ZIP code) 1950 Clove Rd. Apt. 543 NY Staten Island 10304-_____	4b. Tel. No. (347) 893-3271 4c. Cell No. 4d. Fax No. 4e. e-Mail jcream1963@gmail.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By Frank Kearl (signature of representative or person making charge)	Frank Kearl Title: Staff Attorney (Print/type name and title or office, if any)
161 Port Richmond Ave. Address Staten Island NY 10302-_____	06/16/2020 17:33:41 (date)
	Tel. No. (929) 265-7692 Office, if any, Cell No. Fax No. e-Mail frank.kearl@maketheroadny.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.**601(A)**

Basis of the Charge**8(a)(1)**

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
Gerald Bryson	04/18/2020

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
Gerald Bryson	04/18/2020

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
Gerald Bryson	Suspended	04/10/2020

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
Gerald Bryson	Suspended	04/10/2020

SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To: Custodian of Records
Amazon.com Services, LLC
546 Gulf Avenue
Staten Island, NY 10314

As requested by Evamaria Cox, Counsel for General Counsel

whose address is Two Metro Tech Center, Suite 5100, Brooklyn, NY 11201-3838
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge
_____ of the National Labor Relations Board

at A Zoom Video Hearing

in the City of Brooklyn, NY

on Monday, March 29, 2021 at 9:30 AM or any adjourned

or rescheduled date to testify in Amazon.com Services LLC
29-CA-261755
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-1BUGMIX



Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Brooklyn, NY

Dated: March 01, 2021

Lauren McFerran
Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

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GC 2

Re: Amazon.com Services LLC
Case No. 29-CA-261755
Subpoena Number: B-1-1BUGMIX

ATTACHMENT

DEFINITIONS AND INSTRUCTIONS

- a. “Document” means any existing printed, typewritten or otherwise recorded material of whatever character, records stored on computer or electronically, records kept on microfiche or written by hand or produced by hand and graphic material, including without limitation, checks, cancelled checks, computer hard drives, discs and/or files and all data contained therein, computer printouts, E-mail communications and records, any marginal or “post-it” or “sticky pad” comments appearing on or with documents, licenses, files, letters, facsimile transmissions, memoranda, telegrams, minutes, notes, contracts, agreements, transcripts, diaries, appointment books, reports, records, payroll records, books, lists, logs, worksheets, ledgers, summaries of records of telephone conversations, summaries of records of personal conversations, interviews, meetings, accountants’ or bookkeepers’ work papers, records of meetings or conference reports, drafts, work papers, calendars, interoffice communications, financial statements, inventories, news reports, periodicals, press releases, graphs, charts, advertisements, statements, affidavits, photographs, negatives, slides, disks, reels, microfilm, audio or video tapes and any duplicate copies of any such material in the possession of, control of, or available to the subpoenaed party, or any agent, representative or other person acting in cooperation with, in concert with or on behalf of the subpoenaed party.
- b. “Respondent” means Amazon.com Services LLC.
- c. “Respondent’s JFK8 Facility” means the fulfillment center located at 546 Gulf Avenue, Staten Island, NY 10314.
- d. “Charging Party” means Gerald Bryson.
- e. “Person” or “persons” means natural persons, corporations, limited liability companies, partnerships, sole proprietorships, associations, organizations, trusts, joint ventures, groups of natural persons or other organizations, or any other kind of entity.
- f. “Period covered by this subpoena” means the period from May 1, 2019 through April 30, 2020 and the subpoena seeks only documents from that period unless another period is specified. This subpoena request is continuing in character and if additional responsive documents come to your attention after the date of production, such documents must be promptly produced.
- g. Any copies of documents that are different in any way from the original, such as by interlineation, receipt stamp, notation, or indication of copies sent or received, are considered original documents and must be produced separately from the originals.

Re: Amazon.com Services LLC

Case No. 29-CA-261755

- h. If any document covered by this subpoena contains codes or classifications, all documents explaining or defining the codes or classifications used in the document must also be produced.
- i. Electronically stored information should be produced in the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms. Execution of this subpoena requires a reasonable search of the ESI of all individuals (“custodians”) who are most likely to possess information covered by the subpoena.
- j. For all searches of ESI, records should be maintained documenting each “custodian” whose ESI was searched and all hardware and software systems searched. Records should also include who was responsible for the search and the search methodology used including, but not limited to, search terms and software tools.
- k. All documents produced pursuant to this subpoena should be presented as they are kept in the usual course of business or organized by the subpoena paragraph to which the document or set of documents is responsive. Labels referring to that subpoena paragraph are to be affixed to each document or set of documents.
- l. This subpoena applies to documents in your possession, custody, or control of Respondent, as well as your present or former agents, attorneys, accountants, advisors, investigators, and any other persons or companies directly or indirectly employed by or connected with you. You are required to conduct a reasonable and diligent search for all requested records within your possession, custody or control and to affirmatively advise Counsel for the General Counsel if no responsive evidence exists.
- m. If a claim of privilege is made as to any document which is the subject of this subpoena, a claim of privilege must be expressly made and you must describe the nature of the withheld document, communication, or tangible thing in a manner that, without revealing information itself privileged or protected, will enable an assessment of the claim to be made.
- n. As to any documents not produced in compliance with this subpoena on any ground or if any document requested was, through inadvertence or otherwise, destroyed or is no longer in your possession, please state:
 - 1. the author;
 - 2. the recipient;
 - 3. the name of each person to whom the original or a copy was sent;
 - 4. the date of the document;
 - 5. the subject matter of the document; and
 - 6. the circumstances under which the document was destroyed, withheld or is no longer in your possession.

Re: Amazon.com Services LLC

Case No. 29-CA-261755

- o. This request seeks production of all documents described, including all drafts and non-identical or distribution copies.
- p. This request seeks production of responsive documents in their entirety, without abbreviation, redaction, deletion or expurgation.
- q. When used in this subpoena, the term “documents regarding” means all documents that, in whole or in part, discuss, describe, mention, pertain to, reflect, refer to or relate to the subpoenaed item.
- r. Unless otherwise stated, this subpoena does not supersede, revoke or cancel any other subpoena(s) previously issued in this proceeding.

Re: Amazon.com Services LLC

Case No. 29-CA-261755

DOCUMENTS TO BE PRODUCED

1. Organizational charts and other documents showing Respondent's managerial structure, hierarchy or chain of command for the Respondent's JFK 8 Facility during the period covered by this subpoena, including documents that show any changes to the reporting protocols and chain of command.
2. Job descriptions, job postings, appraisals, and other documents showing the job duties or job authority for the positions held by Tyler Grabowski at any time during the period covered by this subpoena.
3. Documents showing all wages, benefits, health insurance, pension or retirement plans and other compensation paid to Tyler Grabowski at any time during the period covered by this subpoena.
4. The complete personnel and employment files (excluding medical records but including documents showing dates of employment, job titles, job duties, dates of job titles, rates of pay, corrective action and discipline) of Tyler Grabowski.
5. Documents as will show all involvement or participation, including but not limited to recommendations, by **Tyler Grabowski** in the following actions concerning employees at Respondent's JFK8 Facility: (a) hiring; (b) transferring; (c) suspending; (d) laying off; (e) recalling; (f) promoting; (g) discharging; (h) assigning work; (i) rewarding; (j) disciplining; (k) scheduling or granting time off; (l) assigning overtime; (m) training; (n) directing work; (o) evaluating work; and (p) adjusting grievances.
6. Documents showing the nature and scope of the duties, responsibilities, and function of the Human Resources Department/Team, including documents distributed to employees regarding the type of concerns, issues, complaints, or reports that Human Resources reviews, investigates, and/or resolves.
7. Documents that show the work rules, work guidelines and/or terms and conditions of employment pertaining to employee conduct and/or misconduct applicable to non-supervisory and non-managerial associates employed at Respondent's JFK8 facility at any time during the period covered by this subpoena, including documents showing any changes to the rules, the effective dates of any such changes, and a description or statement of the changes.
8. Documents showing that Respondent distributed to its employees, including Gerald Bryson and Dimitra Evans, and that employees (including Bryson and Evans) received Respondent's work rules, work guidelines and/or terms and conditions of employment, including the dates that such rules and policies were received by Bryson and Evans.
9. The complete personnel file(s) excluding confidential medical records for:
 - (a) Gerald Bryson

Re: Amazon.com Services LLC

Case No. 29-CA-261755

(b) Dimitra Evans

10. Documents memorializing the exact words used by or conduct engaged in by Gerald Bryson on April 6, 2020 which resulted in Respondent issuing the discipline set forth below:

(a) Gerald Bryson discharge April 17, 2020

11. Documents reflecting any disciplinary actions, including discharges, suspensions, memorialization of oral warnings, written warnings, transfers, and demotions, taken against the employees set forth below at any point during their employment with Respondent.

(a) Gerald Bryson

(b) Dimitra Evans

12. Documents (including but not limited to human resource memorandums, handwritten notes, investigation reports, written personnel statements, written communication with witnesses, communications between Respondent's supervisors and agents) showing investigations conducted by Respondent, including documents showing the identities of those who participated in the investigations, the substance of the investigations, and the investigatory findings, regarding the following employees for their conduct on April 6, 2020:

(a) Gerald Bryson

(b) Dimitra Evans

13. Those documents, including but not limited to notes memorializing conversations, electronic communication, emails, text messages, videos, photographs, memoranda, digital and/or written recordings of personnel statements, (i) considered by Respondent and (ii) relied upon by Respondent in issuing the discipline set forth below:

(a) Gerald Bryson suspension April 10, 2020

(b) Gerald Bryson discharge April 17, 2020

(c) Dimitra Evans written warning April 17, 2020

14. Documents, including but not limited to memoranda, notes memorializing conversations, electronic communication, emails, text messages and internal communications, by, between and among Respondent's managers, supervisors and agents discussing or pertaining to Respondent's deliberations regarding whether to issue discipline and if so, the type of discipline, to the following employees for their conduct on April 6, 2020:

(a) Gerald Bryson

(b) Dimitra Evans

15. Such electronic documents (including but not limited to video recordings, social media posts, emails, text messages, audio recordings, and photographs) showing or describing the April 6, 2020 incident underlying the disciplines set forth below, including documents or notes

Re: Amazon.com Services LLC

Case No. 29-CA-261755

reflecting the circumstances and dates under which such recordings, social media posts, emails, text messages, audio recordings, and photographs were accessed, obtained and maintained.

(a) Gerald Bryson discharge

April 17, 2020

(b) Dimitra Evans written warning

April 17, 2020

16. During the period covered by this subpoena, documents showing disciplinary actions, including discharges, suspensions, written and oral warnings, issued to employees at Respondent's JFK 8 Facility and at its Regional facilities within which the JFK 8 Facility is located, for violations of the sections named below of Respondent's Standards of Conduct, for cursing, abusive, profane, harassing, or vulgar language, including on-and-off duty examples, together with the personnel file of each disciplined employee showing other discipline to that employee:

(a) Category 1

(b) Category 2

17. During the period covered by the subpoena, documents showing disciplinary actions, including discharges, suspensions, written and oral warnings, issued to employees at Respondent's JFK 8 Facility and at its Regional facilities within which the JFK 8 Facility is located, together with the personnel file of each disciplined employee showing other discipline to that employee.

18. For the period covered by this subpoena, documents showing investigations conducted by Respondent in connection with disciplinary actions issued above in paragraph 17, including documents that reflect the identities of those who participated in the investigation, the substance of the investigation, and the investigatory findings.

19. For the time period from March 1, 2020 to April 30, 2020, documents mentioning, discussing or pertaining to the Charging Party's discussions with employees or discussions with Respondent's supervisors, managers or agents on behalf of employees regarding COVID-19 safety precautions including:

(a) Internal communications including but not limited to electronic communications, emails, text messages, notes, meeting minutes, meeting handouts, and investigative reports by, between and among Respondent's supervisors and/or agents regarding Bryson raising COVID-19 safety concerns at Respondent management meetings;

(b) Internal communications including but not limited to electronic communications, emails, text messages, notes, meeting minutes, meeting handouts, and investigative reports by, between and among Respondent's managers, supervisors and/or agents regarding media coverage of Bryson protesting;

(c) Internal communications including but not limited to electronic communications, emails, text messages, notes, meeting minutes, meeting handouts, and investigative reports by, between and among Respondent's supervisors and/or agents regarding Bryson's participation in protests outside of Respondent's JFK8 Facility regarding COVID-19 safety concerns; and

Re: Amazon.com Services LLC

Case No. 29-CA-261755

- (d) Documents mentioning, discussing or pertaining to employee sentiment regarding greater COVID-19 safety precautions, including but not limited to lists identifying likely or possible protest supporters or organizers.

GC Ex. 3



April 13, 2021

Via Email

Christopher J. Murphy, Esq.
Morgan, Lewis & Bockius LLP
1701 Market St.
Philadelphia, PA 19103

Nicole Buffalano, Esq.
Morgan, Lewis & Bockius LLP
300 South Grand Ave., 22nd Fl.
Los Angeles, CA 90071

Kelcey Phillips, Esq.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Ave. NW
Washington D.C. 20004

Re: Amazon.com Services LLC (Case No. 29-CA-261755)

Dear Mr. Murphy, Ms. Buffalano, and Ms. Phillips:

Enclosed find a subpoena *duces tecum* for records and information relevant to NLRB case no. 29-CA-261755. If you have any questions, please contact me by phone or email.

Sincerely,

Frank Kearn, Esq.

Staff Attorney
Make the Road NY
frank.kearl@maketheroadny.org
(929) 265-7692

BROOKLYN
301 GROVE STREET
BROOKLYN, NY 11237
718 418 7690

QUEENS
92-10 ROOSEVELT AVENUE
JACKSON HEIGHTS, NY 11372
718 565 8500

STATEN ISLAND
161 PORT RICHMOND AVENUE
STATEN ISLAND, NY 10302
718 727 1222

LONG ISLAND
1090 SUFFOLK AVENUE
BRENTWOOD, NY 11717
631 231 2220

WESTCHESTER
46 WALLER AVENUE
WHITE PLAINS, NY 10605
914 948 8466

GC Ex. 3



April 13, 2021

Via Email and Registered Mail

Custodian of Records
Amazon.com Services LLC
546 Gulf Ave.
Staten Island, NY 10314

Re: Amazon.com Services LLC (Case No. 29-CA-261755)

Dear Custodian of Records:

Enclosed find a subpoena *duces tecum* for records and information relevant to NLRB case no. 29-CA-261755. If you have any questions, please contact me by phone or email.

Sincerely,

Frank Kearn, Esq.

Staff Attorney
Make the Road NY
frank.kearn@maketheroadny.org
(929) 265-7692

cc: Christopher J. Murphy, Esq. (via email)
Nicole Buffalano, Esq. (via email)
Kelcey Phillips, Esq. (via email)

BROOKLYN
301 GROVE STREET
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BRENTWOOD, NY 11717
631 231 2220

WESTCHESTER
46 WALLER AVENUE
WHITE PLAINS, NY 10605
914 948 8466

GC Ex. 3

SUBPOENA DUCES TECUM

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Custodian of Records, Amazon.com Services, LLC, 546 Gulf Ave., Staten Island, NY 10314

As requested by Frank Kearl, Esq

whose address is 161 Port Richmond Ave., Staten Island, NY 10302
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE Administrative Law Judge
of the National Labor Relations Board

at Zoom Video Hearing

in the City of Brooklyn, NY

on Monday, May 3, 2021 at 10:00 a.m. or any adjourned

or rescheduled date to testify in Amazon.com Services LLC
29-CA-261755
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-1C9GVF7

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Brooklyn, NY

Dated: April 13, 2021



Lauren McFerran
Lauren McFerran, Chairman

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

GC Ex. 3

Case 29-CA-261755

B-1-1C9GVF7

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

- ☐ by person
☒ by certified mail
☐ by registered mail
☐ by telegraph
☐ by leaving copy at principal office or place of business at

(Check method used.)

on the named person on

APRIL 13, 2021

(Month, day, and year)

FRANK KPARL

(Name of person making service)

COUNSEL FOR CHARGING PARTY

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

1130 BEDFORD AVE., BROOKLYN, NY 11216

on APRIL 13, 2021

(Month, day or days, and year)

CAITLIN CRAGGS

(Name of person certifying)

(Official title)

GC Ex. 3

Re: Amazon.com Services LLC

Case No. 29-CA-261755

Subpoena Number: B-1-1C9GVF7

ATTACHMENT

DEFINITIONS AND INSTRUCTIONS

- A. “Document” means any existing printed, typewritten or otherwise recorded material of whatever character, records stored on computer or electronically, records kept on microfiche or written by hand or produced by hand and graphic material, including without limitation, checks, cancelled checks, computer hard drives, discs and/or files and all data contained therein, computer printouts, E-mail communications and records, internal messages on “Chime” or any other text messaging programs, postings and drafts of postings on bulletin boards or digital messaging boards including the Voice of Associates (“VOA”) system, any marginal or “post-it” or “sticky pad” comments appearing on or with documents, licenses, files, letters, facsimile transmissions, memoranda, telegrams, minutes, notes, contracts, agreements, transcripts, diaries, appointment books, reports, records, payroll records, books, lists, logs, worksheets, ledgers, summaries of records or telephone conversations, summaries of records of personal conversations, interviews, meetings, accountants’ or bookkeepers’ work papers, records of meetings or conference reports, drafts, work papers, calendars, interoffice communications, financial statements, inventories, news reports, periodicals, press releases, graphs, charts, advertisements, statements, affidavits, photographs, negatives, slides, disks, reels, microfilm, audio or video tapes and any duplicate copies of any such material in the possession of, control of, or available to the subpoenaed party, or any agent, representative or other person acting on cooperation with, in concert with or on behalf of the subpoenaed party.
- B. “Respondent” means Amazon.com Services LLC.
- C. “Respondent’s JFK8 Facility” means Respondent’s fulfillment center located at 546 Gulf Avenue, Staten Island, NY 10314.
- D. “Charging Parting” means Gerald Bryson.
- E. “Person” or “persons” means natural persons, corporations, limited liability companies, partnerships, sole proprietorships, associations, organizations, trusts, joint ventures, groups of natural persons or other organizations, or any other kind of entity.
- F. “Period covered by this subpoena” means the period from May 1, 2019 through April 30, 2020 and the subpoena seeks only documents from that period unless another period is specified. This subpoena request is continuing in character and if additional responsive documents come to your attention after the date of production, such documents must be promptly produced.
- G. “Policy” or “Policies” means each rule, procedure, or directive, formal or informal, and each common understanding or course of conduct which was recognized as such by Respondent’s present or former officers, agents, employees or other Persons acting or purporting to act on Respondent’s behalf, which was in effect at any time during the period

GC Ex. 3

Re: Amazon.com Services LLC
Case No. 29-CA-261755

covered by this subpoena and which includes any change of Policy. Policies expressly include any manual, guideline, rule, work instruction, or similar Document reflecting Respondent's Policies.

- H. Any copies of documents that are different in any way from the original, such as by interlineation, receipt stamp, notation, or indication of copies sent or received, are considered original documents and must be produced separately from the originals.
- I. If any document covered by this subpoena contains codes or classifications, all documents explaining or defining the codes or classifications used in the document must also be produced.
- J. Electronically stored information ("ESI") should be produced in the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms (such as text-searchable PDF documents). Execution of this subpoena requires a reasonable search of the ESI of all individuals ("custodians") who are most likely to possess information covered by this subpoena.
- K. For all searches of ESI, records should be maintained documenting each custodian whose ESI was searched and all hardware and software systems searched. Records should also include who was responsible for the search and the search methodology used including, but not limited to, search terms and software tools.
- L. All documents produced pursuant to this subpoena should be presented as they are kept in the usual course of business or organized by the subpoena paragraph to which the document or set of documents is responsive. Labels referring to that subpoena paragraph are to be affixed to each document or set of documents.
- M. This subpoena applies to documents in your possession, custody, or control of Respondent, as well as your present or former agents, attorneys, accountants, advisors, investigators, and any other persons or companies directly or indirectly employed by or connected with you. You are required to conduct a reasonable and diligent search for all requested records within your possession, custody or control and to affirmatively advise Counsel for Charging Party if no responsive evidence exists.
- N. If a claim of privilege is made as to any document which is the subject of this subpoena, a claim of privilege must be expressly made and you must describe the nature of the withheld document, communication, or tangible thing in a manner that, without revealing information itself privileged or protected, will enable an assessment of the claim to be made.
- O. As to any documents not produced in compliance with this subpoena on any ground or if any document requested was, through inadvertence or otherwise, destroyed or is no longer in your possession, please state:
 - a. the author;
 - b. the recipient;
 - c. the name of each person to whom the original or copy was sent;

GC Ex. 3

Re: Amazon.com Services LLC
Case No. 29-CA-261755

- d. the date of the document;
 - e. the subject matter of the document; and
 - f. the circumstances under which the document was destroyed, withheld, or is no longer in your possession.
- P. This request seeks production of all documents described, including all drafts and non-identical or distribution copies.
- Q. This request seeks production of responsive documents in their entirety, without abbreviation, redaction, deletion, or expurgation.
- R. When used in this subpoena, the term “documents regarding” means all documents that, in whole or part, discuss, describe, mention, pertain to, reflect, refer to, or relate to the subpoenaed item.

GC Ex. 3

Re: Amazon.com Services LLC
Case No. 29-CA-261755

DOCUMENTS TO BE PRODUCED

1. Organizational charts and other documents showing Respondent's managerial structure, hierarchy or chain of command for Respondent's JFK8 Facility during the period covered by this subpoena, including documents that show any changes to the reporting protocols and chain of command.
2. Documents (including but not limited to training materials, manuals, guidelines, cheat sheets, process flow charts, pre-drafted form language, and user support documentation) regarding Policies, procedural standards, and guidelines for Respondent's managers, supervisors, and Human Resources Business Partners related to receiving employee complaints, investigating, reporting, processing, and documenting potential employee misconduct, and taking disciplinary actions including verbal warnings, verbal or written coaching, verbal or written write-ups, suspensions, and/or terminations.
3. For the time period from March 25, 2020 to April 6, 2020, any documents (including but not limited to notes memorializing conversations, electronic communication, Chime messages or calls, emails, text messages, videos, photographs, memoranda, digital and/or written recordings of personnel statements) regarding communication between Respondent's supervisors, managers, Human Resources Business Partners, or agents and Metro One Loss Prevention Services Group and/or any other third-party security services company, detective agency, or intelligence agency contracted by Respondent concerning, reporting on, or anticipating protests outside Respondent's JFK8 Facility.
4. Documents (including but not limited to memorandums, handwritten notes, written personnel statements, and communications between Respondent's managers, supervisors, agents, and Human Resources Business Partners) regarding press requests, media coverage, social media posts, videos, and publicity related to the protest activities that took place at Respondent's JFK8 Facility on March 30, 2020 and April 6, 2020.
5. Documents, including Discrimination/Harassment/Retaliation Complaint forms, submitted to managers, supervisors, or Human Resources Business Partners by any persons alleging discrimination, harassment, or retaliation at Respondent's JFK8 Facility on April 6, 2020.
6. Documents regarding the nature and scope of the duties, responsibilities, and function of the Human Resources Department/Team, including documents distributed to employees regarding the type of concerns, issues, complaints, or reports that Human Resources reviews, investigates, and/or resolves.
7. Documents that show the Policies, work rules, work guidelines and/or terms and conditions of employment pertaining to employee conduct and/or misconduct applicable to non-supervisory and non-managerial associates employed at Respondent's JFK8 Facility at any time during the period covered by this subpoena, including documents showing any changes to the rules, the effective dates of any such changes, and a description or statement of the changes.
8. Documents showing that Respondent distributed to its employees, including Gerald Bryson

GC Ex. 3

Re: Amazon.com Services LLC
Case No. 29-CA-261755

and Dimitra Evans, and that employees (including Bryson and Evans) received Respondent's Policies, work rules, work guidelines and/or terms and conditions of employment, including the dates that such rules and policies were received by Bryson and Evans.

9. The complete personnel file(s) excluding confidential medical records for:
 - a. Gerald Bryson
 - b. Dimitra Evans
 - c. Derrick Palmer
 - d. Christian Smalls

10. Documents memorializing the exact words used by, or conduct engaged in by, Gerald Bryson on April 6, 2020, which resulted in Respondent discharging Gerald Bryson in April 2020.

11. Documents regarding any transfers, promotions, or disciplinary actions including discharges, suspensions, memorialization of oral warnings, written warnings, transfers, and demotions taken against the employees set forth below at any point during their employment with Respondent.
 - a. Gerald Bryson
 - b. Dimitra Evans
 - c. Derrick Palmer
 - d. Christian Smalls

12. Documents (including but not limited to human resource memorandums, handwritten notes, investigation reports, written personnel statements, written communication with witnesses, communications between Respondent's supervisors and agents) regarding investigations conducted by Respondent, including documents showing the identities of those who participated in the investigations, the substance of the investigations, and the investigatory findings, regarding the following employees for their conduct between March 25, 2020 and April 6, 2020:
 - a. Gerald Bryson
 - b. Dimitra Evans
 - c. Derrick Palmer
 - d. Christian Smalls

13. Those documents, including but not limited to notes memorializing conversations, electronic communication, Chime messages or calls, emails, text messages, videos, photographs, memoranda, digital and/or written recordings of personnel statements, (i) considered by Respondent and (ii) relied upon by Respondent in issuing the discipline set forth below:
 - a. Christian Smalls termination on March 30, 2020;
 - b. Gerald Bryson suspension on April 10, 2020;
 - c. Derrick Palmer written warning on April 10, 2020;
 - d. Gerald Bryson discharge on April 17, 2020; and
 - e. Dimitra Evans written warning on April 17, 2020.

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Re: Amazon.com Services LLC
Case No. 29-CA-261755

14. Documents, including but not limited to memoranda, notes memorializing conversations, electronic communication, Chime messages or calls, emails, text messages and internal communications, by, between, and among Respondent's managers, supervisors, Human Resources Business Partners, and agents discussing or pertaining to Respondent's deliberations regarding whether to issue discipline, and if so, the type of discipline, to the following employees for their conduct between March 25, 2020 and April 6, 2020:
 - a. Gerald Bryson
 - b. Dimitra Evans
 - c. Derrick Palmer
 - d. Christian Smalls
15. Such electronic documents (including but not limited to video recordings, social media posts, emails, Chime messages or calls, text messages, audio recordings, websites, and photographs) showing or describing the April 6, 2020 incident underlying the disciplinary actions set forth below, including documents or notes reflecting the circumstances and dates under which such recordings, social media posts, emails, text messages, audio recordings, websites, and photographs were accessed, obtained, and maintained.
 - a. Gerald Bryson discharge on April 17, 2020
 - b. Dimitra Evans written warning on April 17, 2020
16. During the period covered by this subpoena, documents showing disciplinary actions, including discharges suspensions, written and oral warnings, issued to employees at Respondent's JFK8 Facility and at its Regional facilities within which Respondent's JFK8 Facility is located, for violations of the sections named below of Respondent's Standards of Conduct, for cursing, abusive, profane, harassing, or vulgar language, including on-and-off duty examples, together with the personnel file of each disciplined employee showing other discipline to that employee:
 - a. Category 1
 - b. Category 2
17. During the period covered by the subpoena, documents showing disciplinary actions, including discharges, suspensions, written and oral warnings, issued to employees at Respondent's JFK8 Facility and at its Regional facilities within which Respondent's JFK8 Facility is located, together with the personnel file of each disciplined employee showing other discipline to that employee.
18. For the period covered by this subpoena, documents showing investigations conducted by Respondent in connection with disciplinary actions issued above in paragraph 17, including documents that reflect the identities of those who participated in the investigation, the substance of the investigation, and the investigatory findings.
19. For the time period from March 1, 2020 to April 30, 2020, documents mentioning, discussing, or pertaining to the Charging Party's discussions with employees or discussions with Respondent's supervisors, managers, Human Resources Business Partners, or agents on behalf of employees regarding COVID-19 safety precautions including:

GC Ex. 3

Re: Amazon.com Services LLC
Case No. 29-CA-261755

- a. Internal communications including but not limited to electronic communications, Chime messages or calls, emails, text messages, notes, meeting minutes, meeting handouts, and investigative reports by, between, and among Respondent's supervisors, and/or agents regarding Bryson raising COVID-19 safety concerns at Respondent management meetings;
 - b. Internal communications including but not limited to electronic communications, emails, Chime messages or calls, text messages, notes, meeting minutes, meeting handouts, and investigative reports by, between, and among Respondent's managers, supervisors, and/or agents regarding media coverage of Christian Smalls, Derrick Palmer, Jordan Flowers, and/or Bryson protesting;
 - c. Internal communications including but not limited to electronic communications, Chime messages or calls, emails, text messages, notes, meeting minutes, meeting handouts, and investigative reports by, between, and among Respondent's managers, supervisors, and/or agents regarding Christian Smalls, Derrick Palmer, Jordan Flowers, and/or Bryson participating in protests outside Respondent's JFK8 Facility regarding COVID-19 safety concerns; and
 - d. Documents mentioning, discussing, or pertaining to employee sentiment regarding greater COVID-19 safety precautions, including but not limited to lists identifying likely or possible protest supporters or organizers and/or employees likely to oppose the protests.
20. Organizational charts and other documents showing Respondent's regional management structure, hierarchy or chain of command for any of Respondent's departments that participate in disciplinary investigations or disciplinary actions (including Human Resources, Operations, Loss Prevention, Learning, and Safety) during the period covered by this subpoena, including documents that show any changes to the reporting protocols and chain of command.
21. Documents regarding the nature and scope of the duties, responsibilities, and function of the Loss Prevention Department/Team, including documents distributed to employees regarding the type of concerns, issues, complaints, or reports that the Loss Prevention Department/Team reviews, investigates, and/or resolves.
22. Documents regarding the nature and scope of the duties, responsibilities, and function of the Operations Department/Team, including documents distributed to employees regarding the type of concerns, issues, complaints, or reports that the Operations Department/Team reviews, investigates, and/or resolves.
23. Documents regarding the nature and scope of the duties, responsibilities, and function of the Safety Department/Team, including documents distributed to employees regarding the type of concerns, issues, complaints, or reports that the Safety Department/Team reviews, investigates, and/or resolves.
24. Documents regarding the nature and scope of the duties, responsibilities, and function of the Learning Department/Team, including documents distributed to employees regarding the type of concerns, issues, complaints, or reports that the Learning Department/Team reviews, investigates, and/or resolves.



UNITED STATES
POSTAL SERVICE

POSTAL MONEY ORDER

Case 1:22-cv-01479-DG-SJB Document 5-2 Filed 03/17/22 Page 77 of 318 PageID #: 2300

GC Ex. 3

Serial Number

27415512358

Year, Month, Day
2021-04-13

Post Office
103021

U.S. Dollars and Cents

\$40.00

Amount

Forty Dollars and 00/100 *****

Pay to

AMAZON.COM SERVICES LLC

Clerk

67

Address

546 GULF AVE.

From

FRANK KEARL, ESQ.

STATEN ISLAND, NY 10314

Address

161 PORT RICHMOND AVE.

Memo

TO CUSTODIAN OF RECORDS
RE: CASE NO. 29-CA-261755

STATEN ISLAND, NY 10302

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

000000800 20

27415512358

GC Ex. 4



Frank Kearl <frank.kearl@maketheroadny.org>

Production of Subpoenaed Materials in 29-CA-261755

Frank Kearl <frank.kearl@maketheroadny.org>

Thu, Apr 29, 2021 at 5:54 PM

To: "Murphy, Christopher J." <christopher.murphy@morganlewis.com>

Cc: "Buffalano, Nicole" <nicole.buffalano@morganlewis.com>, "Phillips, Kelcey J." <kelcey.phillips@morganlewis.com>

Hello again Mr. Murphy,

Checking in to see when I can expect production to begin on the documents responsive to subpoena B-1-1C9GVF7.

Sincerely,
Frank

On Wed, Apr 28, 2021 at 5:51 PM Frank Kearl <frank.kearl@maketheroadny.org> wrote:

Hello Mr. Murphy,

I am not interested in negotiating a separate protective order, but am happy to comply with the judge's instructions to "not disclose subpoenaed personnel records to other individuals for a different purpose." If you believe a signed certification of compliance following the completion of the case is not sufficient, I am willing to discuss, but I do not want to further delay the delivery of documents.

Thank you,
Frank

On Wed, Apr 28, 2021 at 4:46 PM Murphy, Christopher J. <christopher.murphy@morganlewis.com> wrote:

Good afternoon, Mr. Kearl:

We are reviewing the ALJ's order of late yesterday afternoon. We appreciate your offer to discuss a proof of compliance mechanism. Relatedly, we are hopeful that you would consider entering into a separate protective order, which would spell out the parties' obligations with a little greater specificity. In the interim, we have no objection to you and Mr. Bryson continuing to have access to (but not possession of) materials produced by Respondent to the CAGC for trial prep purposes, consistent with the ALJ's prior direction.

Thank you.

Chris

Christopher J. Murphy

Morgan, Lewis & Bockius LLP

1701 Market Street | Philadelphia, PA 19103-2921

Direct: +1.215.963.5601 | Cell: +1.267.307.1024 | Main: +1.215.963.5000 | Fax: +1.215.963.5001

christopher.murphy@morganlewis.com | www.morganlewis.com

Assistant: Claire Bagley | +1.215.963.5990 | claire.bagley@morganlewis.com



GC Ex. 4

From: Frank Kearn <frank.kearn@maketheroadny.org>
Sent: Tuesday, April 27, 2021 4:58 PM
To: Murphy, Christopher J. <christopher.murphy@morganlewis.com>; Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>
Subject: Re: Production of Subpoenaed Materials in 29-CA-261755

[EXTERNAL EMAIL]

Hello again Counsel,

In light of this afternoon's Order, I respectfully request production of the documents that are responsive subpoena B-1-1C9GVF7. Please let me know if you would like to discuss this matter by phone. Furthermore, insofar as you have specific expectations with regards to demonstrating compliance with the protective order, please let me know.

Thank you,

Frank

On Fri, Apr 23, 2021 at 3:52 PM Frank Kearn <frank.kearn@maketheroadny.org> wrote:

Hello Mr. Murphy,

I'm afraid I'm going to have to cancel our planned 4pm call. We can just wait to see what Judge Green says on Monday about production.

Thank you,

Frank

On Fri, Apr 23, 2021 at 3:10 PM Murphy, Christopher J. <christopher.murphy@morganlewis.com> wrote:

Great.

Chris

Christopher J. Murphy

Morgan, Lewis & Bockius LLP

1701 Market Street | Philadelphia, PA 19103-2921

Direct: +1.215.963.5601 | Cell: +1.267.307.1024 | Main: +1.215.963.5000 | Fax: +1.215.963.5001

christopher.murphy@morganlewis.com | www.morganlewis.com

Assistant: Claire Bagley | +1.215.963.5990 | claire.bagley@morganlewis.com



GC Ex. 4

From: Frank Kearn <frank.kearl@maketheroadny.org>
Sent: Friday, April 23, 2021 2:58 PM
To: Murphy, Christopher J. <christopher.murphy@morganlewis.com>
Cc: Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>
Subject: Re: Production of Subpoenaed Materials in 29-CA-261755

[EXTERNAL EMAIL]

That works for me. You can reach me on my cell at 929-265-7692.

On Fri, Apr 23, 2021 at 2:55 PM Murphy, Christopher J. <christopher.murphy@morganlewis.com> wrote:

I can talk at 4. What number?

Chris

Christopher J. Murphy

Morgan, Lewis & Bockius LLP

1701 Market Street | Philadelphia, PA 19103-2921

Direct: +1.215.963.5601 | Cell: +1.267.307.1024 | Main: +1.215.963.5000 | Fax: +1.215.963.5001

christopher.murphy@morganlewis.com | www.morganlewis.com

Assistant: Claire Bagley | +1.215.963.5990 | claire.bagley@morganlewis.com



From: Frank Kearn <frank.kearl@maketheroadny.org>
Sent: Friday, April 23, 2021 1:51 PM
To: Murphy, Christopher J. <christopher.murphy@morganlewis.com>
Cc: Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>
Subject: Re: Production of Subpoenaed Materials in 29-CA-261755

[EXTERNAL EMAIL]

Hello Mr. Murphy,

I can be available any time between 4pm and 6pm this afternoon. Let me know if there is a time in that window that would work for you.

Thank you,

GC Ex. 4

On Fri, Apr 23, 2021 at 1:34 PM Murphy, Christopher J. <christopher.murphy@morganlewis.com> wrote:

Mr. Kearl;

I neglected to respond to your offer to talk. Without prejudice to our arguments on the your subpoena or related production issues, I'd be happy to talk with you.

Let me know when you are available.

Chris

Christopher J. Murphy

Morgan, Lewis & Bockius LLP

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Direct: +1.215.963.5601 | Cell: +1.267.307.1024 | Main: +1.215.963.5000 | Fax: +1.215.963.5001

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Assistant: Claire Bagley | +1.215.963.5990 | claire.bagley@morganlewis.com



From: Murphy, Christopher J.

Sent: Friday, April 23, 2021 12:25 PM

To: 'Frank Kearl' <frank.kearl@maketheroadny.org>; Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>

Subject: RE: Production of Subpoenaed Materials in 29-CA-261755

Hello, Mr. Kearl.

Respectfully, we will not produce any materials until the pending petition to revoke directed against your subpoena is ruled upon. We would like to clarify that the scope of protective order we seek would not preclude the Charging Party from introducing admissible subpoenaed documents into the record of this case.

Chris

Christopher J. Murphy

Morgan, Lewis & Bockius LLP

1701 Market Street | Philadelphia, PA 19103-2921

GC Ex. 4

Direct: +1.215.963.5601 | Cell: +1.267.307.1024 | Main: +1.215.963.5000 | Fax: +1.215.963.5001

christopher.murphy@morganlewis.com | www.morganlewis.com

Assistant: Claire Bagley | +1.215.963.5990 | claire.bagley@morganlewis.com



From: Frank Kearnl <frank.kearl@maketheroadny.org>

Sent: Friday, April 23, 2021 12:13 PM

To: Murphy, Christopher J. <christopher.murphy@morganlewis.com>; Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>

Subject: Production of Subpoenaed Materials in 29-CA-261755

[EXTERNAL EMAIL]

Hello Counsel,

Pursuant to Judge Green's Order dated April 15, 2021 (attached herein), I respectfully request production of the documents that are responsive to both General Counsel's subpoena B-1-1BUGMIX and subpoena B-1-1C9GVF7. Please let me know if you would like to discuss this matter by phone today.

Sincerely,

Frank Kearnl

--

Frank Kearnl, Esq.

Staff Attorney

[Make the Road New York](#)

161 Port Richmond Ave.

Staten Island, NY 10302

t: 718.727.1222 x 3401

c: 929.265.7692

[pronouns: he, him, él](#)

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GC Ex. 4

--

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Staff Attorney

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Staten Island, NY 10302

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GC Ex. 4

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--

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pronouns: he, him, él

GC Ex. 5



Frank Kearl <frank.kearl@maketheroadny.org>

Subpoena Duces Tecum - Case No. 29-CA-261755

Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>

Mon, May 3, 2021 at 8:49 AM

To: Frank Kearl <frank.kearl@maketheroadny.org>

Cc: "Murphy, Christopher J." <christopher.murphy@morganlewis.com>, "Buffalano, Nicole" <nicole.buffalano@morganlewis.com>, "Williams, Jennifer Mott" <jennifer.williams@morganlewis.com>

Mr. Kearl,

We have just sent, via Morgan Lewis' secure file transfer, documents responsive to the subpoena *duces tecum* B-1-1C9GVF7.

Please let us know if you have any trouble accessing the documents.

Thanks,

Kelcey J. Phillips*

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW | Washington, DC 20004-2541

Direct: +1.202.739.5455 | Main: +1.202.739.3000 | Fax: +1.202.739.3001 | Mobile: +1.323.376.3589

kelcey.phillips@morganlewis.com | www.morganlewis.com

Assistant: Denise Ann Soo Hoo | +1.202.373.6616 | denise.soofoo@morganlewis.com

*Admitted in California only; Practice supervised by DC Bar members



From: Phillips, Kelcey J.

Sent: Sunday, May 2, 2021 1:16 PM

To: 'Frank Kearl' <frank.kearl@maketheroadny.org>

Cc: Murphy, Christopher J. <christopher.murphy@morganlewis.com>; Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Williams, Jennifer Mott <jennifer.williams@morganlewis.com>

Subject: RE: Subpoena Duces Tecum - Case No. 29-CA-261755

Mr. Kearl,

We have just sent, via Morgan Lewis' secure file transfer, documents responsive to the subpoena *duces tecum* B-1-1C9GVF7.

GC Ex. 5

Please let us know if you have any trouble accessing the documents.

Thanks,

Kelcey J. Phillips*

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW | Washington, DC 20004-2541

Direct: +1.202.739.5455 | Main: +1.202.739.3000 | Fax: +1.202.739.3001 | Mobile: +1.323.376.3589

kelcey.phillips@morganlewis.com | www.morganlewis.com

Assistant: Denise Ann Soo Hoo | +1.202.373.6616 | denise.soofoo@morganlewis.com

*Admitted in California only; Practice supervised by DC Bar members



From: Phillips, Kelcey J.

Sent: Friday, April 30, 2021 5:49 PM

To: 'Frank Kearn' <frank.kearn@maketheroadny.org>

Cc: Murphy, Christopher J. <christopher.murphy@morganlewis.com>; Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Williams, Jennifer Mott <jennifer.williams@morganlewis.com>

Subject: RE: Subpoena Duces Tecum - Case No. 29-CA-261755

Mr. Kearn,

We have just sent, via Morgan Lewis' secure file transfer, documents responsive to the subpoena *duces tecum* B-1-1C9GVF7.

Please let us know if you have any trouble accessing the documents.

Thanks,

Kelcey J. Phillips*

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW | Washington, DC 20004-2541

Direct: +1.202.739.5455 | Main: +1.202.739.3000 | Fax: +1.202.739.3001 | Mobile: +1.323.376.3589

kelcey.phillips@morganlewis.com | www.morganlewis.com

Assistant: Denise Ann Soo Hoo | +1.202.373.6616 | denise.soofoo@morganlewis.com

*Admitted in California only; Practice supervised by DC Bar members



From: Frank Kearn <frank.kearn@maketheroadny.org>
Sent: Tuesday, April 13, 2021 12:07 PM
To: Murphy, Christopher J. <christopher.murphy@morganlewis.com>; Buffalano, Nicole <nicole.buffalano@morganlewis.com>; Phillips, Kelcey J. <kelcey.phillips@morganlewis.com>
Subject: Subpoena Duces Tecum - Case No. 29-CA-261755

[EXTERNAL EMAIL]

Dear Counsel:

Enclosed find a subpoena *duces tecum* for records and information relevant to case no. 29-CA-261755. If you have any questions, please contact me by phone or email.

Sincerely,
Frank Kearn

--

Frank Kearn, Esq.

Staff Attorney

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[Staten Island, NY 10302](#)

t: 718.727.1222 x 3401

c: 929.265.7692

[pronouns: he, him, él](#)

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GC Ex. 6

<u>Bates Number</u>	<u>Responsive Paragraph</u>
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AMZ-BRY000008 - AMZ-BRY000034	9(a), 11(a)
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AMZ-BRY000036	8, 9(a)
AMZ-BRY000037 - AMZ-BRY000042	7, 9(a) and (b)
AMZ-BRY000043	9(b)
AMZ-BRY000044 - AMZ-BRY000045	9(b)
AMZ-BRY000046 - AMZ-BRY000074	7, 9(a) and (b)
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AMZ-BRY000077	9(a)
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AMZ-BRY000092	9(b)
AMZ-BRY000093 - AMZ-BRY000096	9(b)
AMZ-BRY000097 - AMZ-BRY000100	9(a)
AMZ-BRY000101 - AMZ-BRY000119	7, 9(a) and (b)
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AMZ-BRY000123 - AMZ-BRY000127	7, 9(a) and (b)
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AMZ-BRY000137 - AMZ-BRY000141	9(a) and 9(b)
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AMZ-BRY000143	9(b)
AMZ-BRY000144	8, 9(b)
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GC Ex. 6

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AMZ-BRY001308	WITHHELD

GC Ex. 6

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AMZ-BRY001398 - AMZ-BRY001430	13(d)
AMZ-BRY001431 - AMZ-BRY001457	13(d)

GC Ex. 6

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AMZ-BRY001462 - AMZ-BRY001467	13(d)
AMZ-BRY001468 - AMZ-BRY001469	13(d)

CONFIDENTIAL



General Manager
Sai Kotha

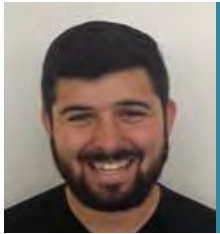


Assistant
General Manager
Traci Weishalla



General Manager's
Assistant
Lynne Florio

Senior Operations



OB Sr. Ops. Days
Chris Perez



IB Sr. Ops. Days
Frank Lugo



PCF Sr. Ops.
Sergiy Sushalskyy



OB Sr. Ops. Nights
Deron Thompson



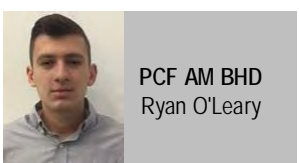
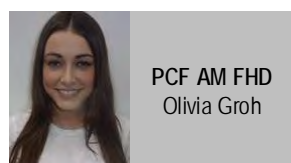
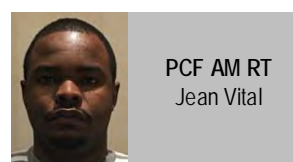
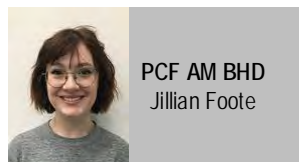
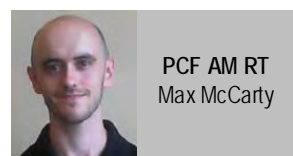
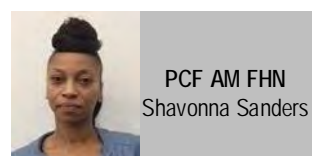
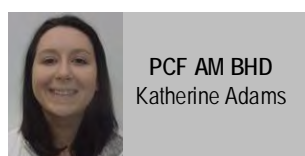
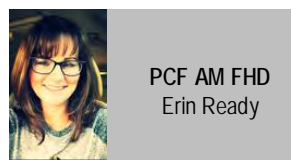
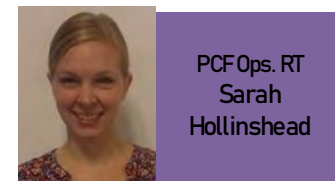
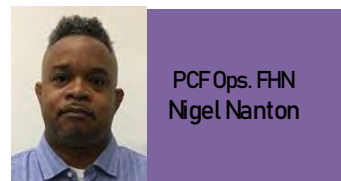
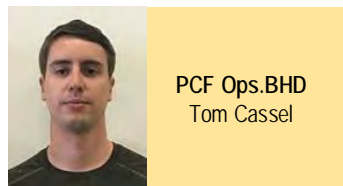
IB Sr. Ops. Nights
Maciej Curlej



Sr. Regional
Process Engineer
Zachary Marc



PCF Days and Nights



PCFtentative





IB Sr. Ops. Days
Frank Lugo

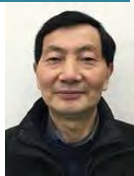


IB Sr. Ops. Nights
Maciej Curlej

IB Days and Nights



IB Ops. FHD
Michael Sanicola



IB Ops. BHD
Stone Shi



IB Ops. FHN
Alexander Lagodich



IB Ops. RT
Maura Barker

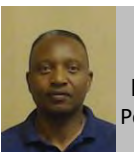
IB SME



IB SME
Chris
Dennis



IB AM FHD
Waqar Umer



IB AM BHD
Peter Tembo



IB AM FHN
Emily Anderson



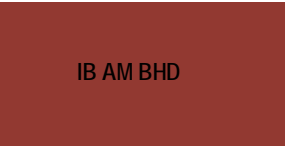
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Dwayne
Watson



IB Quality
SME
Krystian
Puzio



IB AM FHD
Rory Regan



IB AM BHD



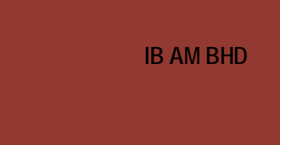
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Aaron
Parsons



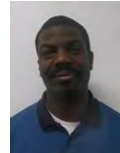
IB AM RT



IB AM FHD
Sieana Russell



IB AM BHD



IB AM FHN
James
Sangale



IB AM RT
Douglas
Wong

IBtentative



IB AM
Sadia Khan



IB AM FHD
Meagan
sanchez



IB AM BHD
Jason Rau



IB AM BHD



IB AM RT
Michael
Norton



IB AM
Twanna Spencer



IB AM FHN
Ariana
Ovadia



IB AM BHD
Kevin Jones
JR



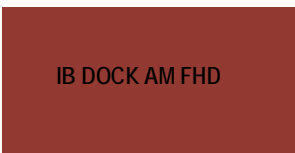
IB AM BHD



IB AM RT
Rene
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IB AM
Matthew Tubbs



IB DOCK AM FHD



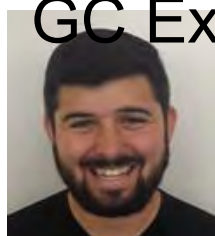
IB AM FHN
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IB DOCK
AM RT
Robert Keller

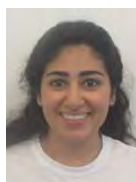


OB Sr. Ops. Days
Chris Perez



OB Sr. Ops. Nights
Deron Thompson

OB FHD and FHN



OB Ops. FHD
Carole Falugi



OB Ops. FHD
Fatine Zaaj



OB Ops. FHN
Tori Voelker



OB Ops. FHN
Anthony Holiday



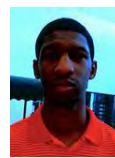
AFE1 AM FHD
Sydney
Gazette



SINGLES
AM FHD
Richard
Diekhaus



AFE1 AM
FHN
William
Stahl



SINGLES
AM FHN
Yakubu
Dauda

OB SME



AFE2 AM FHD
Calvin Chen



SINGLES
AM FHD
Farhan
Chichgar



AFE1 AM
FHN
Steven
Faiella



SINGLES
AM FHN
J'Michael
McClammy



OB Quality
SME
Jeremy
Huff



AFE1 AM FHD
Amanda
McCawley



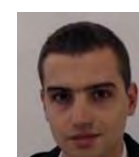
OB DOCK
AM FHD
Rami Abi
Habib



AFE2 AM
FHN
Crystal
Belmont



OB DOCK
AM FHN
Mary
Babilya



Dock SME
Endri Qosja



AFE2 AM
FHD
Sierra
Delgadillo



OB DOCK
AM FHD
Onnix
Carlo



AFE2 AM
FHN
Jerome Ellis



OB DOCK
AM FHD
Ryan
Drucker



AFE2 AM FHD



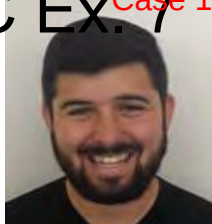
OB DOCK
AM FHD
Thomas
Drum



AFE2 AM
FHN
Ashley
Ramella



OB DOCK
AM FHN
DaShun
Cathcart



OB Sr. Ops. Days
Chris Perez



OB Sr. Ops. Nights
Deron Thompson

OB BHD and RT



OB Ops. BHD
Mike Yu



OB Ops. BHD
Therese Roque



OB Ops. RT
Lorenz Gose



OB Ops. RT
Ray Sumner



AFE1 AM BHD
David Gomez



SINGLES
AM BHD
Kaushal
Avashia



AFE1 AM RT
Dhiren Patel



SINGLES
AM RT
Adebayo
Olaloko



AFE1 AM BHD
Lena Huynh



SINGLES
AM BHD
Julia Chan



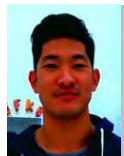
AFE1 AM RT
Islam Attia



SINGLES
AM RT
Arlene Smith



AFE2 AM BHD
Nicole Howell



OB DOCK
AM BHD
Henry Yun



AFE2 AM RT
John Van de
Castle



OB DOCK
AM RT
Jefry Tineo



AFE2 AM
BHD
Sherman
Lyerly



OB DOCK
AM BHD
Ron
Delosreyes



AFE2 AM RT
Omer Janjua



OB DOCK
AM RT
Kerone
Jerome



AFE2 AM FHD



OB DOCK
AM BHD
Marquise
Moore

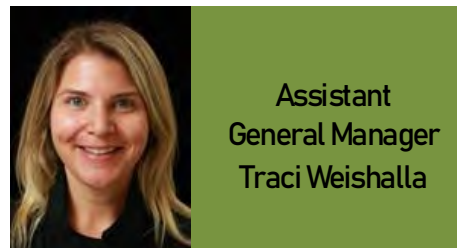


AFE2 AM RT
Robert Lee



OB DOCK
AM RT
Ashley
Elabo

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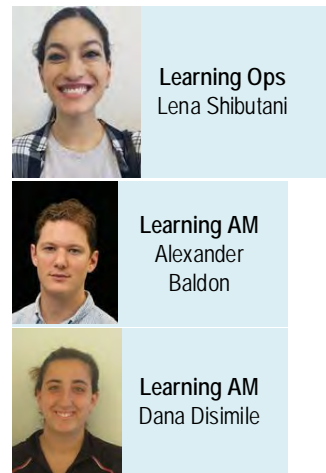


Support Teams

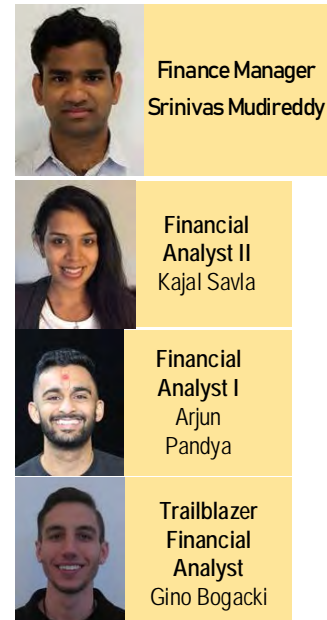
Safety



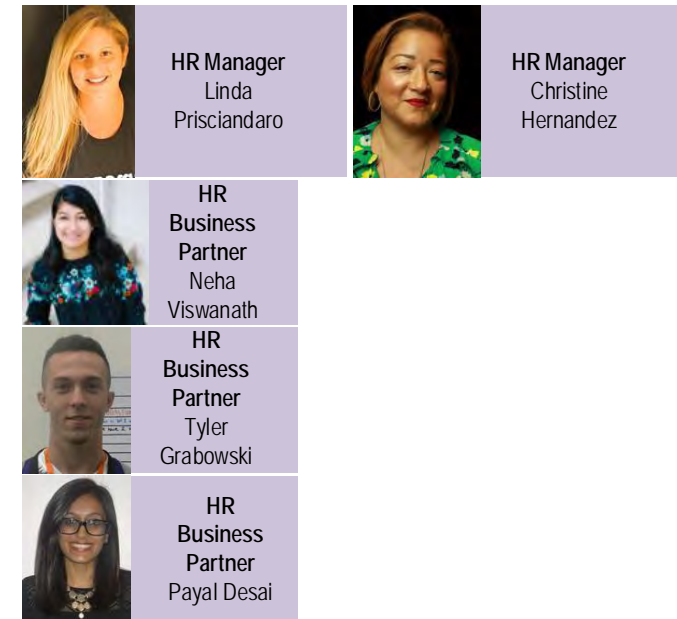
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Finance



Human Resources



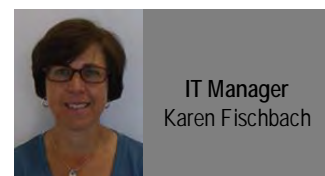
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Process Engineer



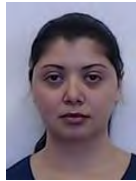
IT



New Managers



Ops Mgr
Gerard Geronimo



AM
Marianela Guzman



AM
Tetyana Zvarych



AM
Briana Fitzgerald



AM
Jim Gonyo



Owner's Manual And Guide to Employment



WELCOME TO AMAZON!

We're thrilled to have you join us as we work hard, have fun, and make history! We think we've created an exceptional work environment that marries hard-charging intensity with major-league fun. As you get to know the folks at Amazon, you'll discover a group of diverse, world-class associates who treat each other with respect, work together as a team, and act like what they are: true owners of the company.

Our overall mission is simple: we want [Amazon.com](https://www.amazon.com) to be the place where our customers can find, discover, and buy, anything online! Whatever our customers tell us they want, we will find the means to deliver. In doing so, we will create the most customer-centric company in the universe -- a company that customers from all over the globe will recognize, value and trust for both our products and our service. With your help, Amazon will continue to enable people to discover new worlds and create change in a meaningful and lasting way.

Amazon is at the beginning of its history. Already millions of people have shown their faith in our future, through buying from us, through investing in us, and through working with us. Thanks again for joining Amazon and helping us shape the future.

Once again, welcome aboard!

Jeff Bezos
Founder & CEO

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Amazon and You

About This Document

This Owner's Manual and Guide to Employment (the Manual) summarizes Amazon's basic personnel policies and practices and is intended to serve as a resource concerning your employment at Amazon. Other helpful materials and information are distributed during new hire orientation and are made available on the company intranet and from Human Resources.

The Manual is designed to provide you with a brief overview of Amazon's policies, procedures, and benefits. Amazon reserves the right to modify, revoke, suspend, terminate, or change any or all its policies or procedures in whole or in part at any time, with or without notice. This Manual is not intended as a contract and supersedes any previous policy statements, written or oral. As described in the Manual, your employment is not for a fixed term and is "at will," meaning both you and Amazon have the right to end the employment relationship at any time, with or without cause and with or without prior notice or warning.

Unless otherwise stated, the Manual applies to all associates – all regular or temporary full-time and part-time employees – of [Amazon.com](https://www.amazon.com), Inc. and its wholly owned United States subsidiaries (Amazon or the company) with the exception of Alexa.

Some of Amazon's groups or sites may develop their own specific guidelines, policies, and/or procedures that apply only to their associates. These guidelines, policies, or procedures supplement the information provided in the Manual. If they supersede the Manual, associates will be advised of that.

Remember that both the HR intranet and the Amazon Owner's Manual are living things. They are changed from time to time to keep pace with what's going on around us.

Our Leadership Principles

Whether you are an individual contributor or a manager of a large team, you are an Amazon leader. These are our leadership principles, unless you know better ones. Please be a leader.

Customer Obsession

Leaders start with the customer and work backwards. They work vigorously to earn and keep customer trust. Although leaders pay attention to competitors, they *obsess* over customers.

Ownership

Leaders are owners. They think long term and don't sacrifice long-term value for short-term results. They act on behalf of the entire company, beyond just their own team. They never say "that's not my job."

Invent and Simplify

Leaders expect and require innovation and invention from their teams and always find ways to simplify. They are externally aware, look for new ideas from everywhere, and are not limited by "not invented here." As we do new things, we accept that we may be misunderstood for long periods of time.

Are Right, A Lot

Leaders are right a lot. They have strong judgment and good instincts. They seek diverse perspectives and work to disconfirm their beliefs.

Learn and Be Curious

Leaders are never done learning and always seek to improve themselves. They are curious about new possibilities and act to explore them.

Hire and Develop the Best

Leaders raise the performance bar with every hire and promotion. They recognize exceptional talent, and willingly move them throughout the organization. Leaders develop leaders and take seriously their role in coaching others. We work on behalf of our people to invent mechanisms for development like Career Choice.

Insist on the Highest Standards

Leaders have relentlessly high standards — many people may think these standards are unreasonably high. Leaders are continually raising the bar and drive their teams to deliver high quality products, services and processes. Leaders ensure that defects do not get sent down the line and that problems are fixed so they stay fixed.

Think Big

Thinking small is a self-fulfilling prophecy. Leaders create and communicate a bold direction that inspires results. They think differently and look around corners for ways to serve customers.

Bias for Action

Speed matters in business. Many decisions and actions are reversible and do not need extensive study. We value calculated risk taking.

Frugality

Accomplish more with less. Constraints breed resourcefulness, self-sufficiency, and invention. There are no extra points for growing headcount, budget size, or fixed expense.

Earn Trust

Leaders listen attentively, speak candidly, and treat others respectfully. They are vocally self-critical, even when doing so is awkward or embarrassing. Leaders do not believe their or their team's body odor smells of perfume. They benchmark themselves and their teams against the best.

Dive Deep

Leaders operate at all levels, stay connected to the details, audit frequently, and are skeptical when metrics and anecdote differ. No task is beneath them.

Have Backbone; Disagree and Commit

Leaders are obligated to respectfully challenge decisions when they disagree, even when doing so is uncomfortable or exhausting. Leaders have conviction and are tenacious. They do not compromise for the sake of social cohesion. Once a decision is determined, they commit wholly.

Deliver Results

Leaders focus on the key inputs for their business and deliver them with the right quality and in a timely fashion. Despite setbacks, they rise to the occasion and never settle.

Getting Started

New associates will undoubtedly have questions regarding Amazon. We hope that this Manual will satisfy the most frequently asked questions, but please do not hesitate to ask your manager or Human Resources if you have further questions. In Seattle, you may contact the Employee Resource Center. Contact information for your Human Resources Business Partner can be found through the following link on the corporate intranet:

<https://contactstool.amazon.com/>

What We Can Expect from Each Other

You've probably figured out by now that this is not an ordinary company, and we have extraordinary people on our team. Accordingly, the company is committed to treating each associate fairly and with respect, and to maintaining an environment of open communication. As an associate, your primary responsibility is to do an outstanding job on your work. The efforts of each person, working individually and as part of the Amazon team, are the means for meeting the overall objectives of the company. We do also expect associates to maintain a high professional standard of behavior and job performance and to adhere to the policies set forth in this Manual.

Open Door Policy and Conflict Resolution

Amazon believes that candid and constructive communication is essential to the smooth functioning of our workplace and to maintaining an atmosphere of mutual respect. Accordingly, we have an "open door" policy, which means that you are welcome to discuss any suggestion, concern, or other feedback with any member of the company's management. Associates are encouraged to bring their ideas to the attention of management.

The majority of misunderstandings are satisfactorily resolved by a thorough discussion and mutual understanding between the parties involved. In general, it is best to discuss any concerns with your immediate supervisor first. If you are unable to reach a satisfactory resolution with your supervisor or are not comfortable discussing the issue with your supervisor, you are welcome to discuss the matter with the next level of management, with Human Resources, or with any member of senior management. When you bring a concern to Human Resources, it will be reviewed, and if appropriate, action will be taken. Human Resources will communicate with you regarding the outcome.

If you believe that you or another associate has been subject to workplace harassment, pursuant to the provisions of the Workplace Harassment policy in this Manual, you should immediately report this to any manager or member of Human Resources. See the Workplace Harassment policy for more information.

Employment at Amazon

At-Will Employment

Employment at Amazon is not for any specified length of time, and both the associate and the company have the right to end the employment relationship at any time, with or without cause and with or without prior notice or warning. Only Amazon's general counsel and chief financial officer have authority to bind the company to policies or agreements that conflict with this policy of at-will employment. Any such exception must be in a written agreement signed by Amazon's general counsel or chief financial officer.

Employment Classifications

Each position at the company is broadly classified by regularly expected work hours and whether the associate is eligible for overtime pay. These classifications are dictated both by the company's business needs and state and federal wage-hour laws.

Each position falls into one of the following employment types:

- Regular full-time: Regular (non-temporary) associate who is regularly expected to work at least 40 hours per week.
- Regular part-time 30+ hours: Regular (non-temporary) associate who is regularly expected to work at least 30, but less than 40, hours per week.
- Regular part-time 20+ hours: Regular (non-temporary) associate who is regularly expected to work at least 20, but less than 30, hours per week.
- Flex associate: Regular (non-temporary) associate who is not regularly expected to work 20 or more hours per week, such as an on-call associate.
- Short-term associate: Hired for employment that is expected to last no more than six months, such as an intern or seasonal associate.

The above employment types only apply to Amazon associates. Outsourced workers such as temporary agency employees placed on assignment at the company, independent contractors, or consultants are not considered Amazon associates.

Associates are also classified as exempt or non-exempt. Non-exempt associates are eligible for overtime pay and are ordinarily paid by the hour and, and exempt associates are not eligible under federal and state laws for overtime pay and are ordinarily paid a salary.

Eligibility for stock-based awards and benefits is based on employment type (such as regular full-time or regular part-time, etc.). Changes to an associate's employment type must be approved the associate's manager and Human Resources.

Working Hours

Managers are responsible to establish work schedules that accommodate operational priorities, and each associate should be flexible in meeting these priorities. Work schedules for hourly associates may vary from site to site and week by week. This flexibility is critical to Amazon's success as a company. The intense nature of our business and the demands of an e-commerce environment require that associates make a serious commitment of time and energy to Amazon. Salaried associates should clearly understand that they may frequently work extended hours to help the company succeed. Hourly associates may also be required to work varying amounts of overtime, as Amazon's needs require.

Most positions at the company require associates to work full-time. The company recognizes that situations may occur where associates may need to temporarily alter their work schedules in order to better accommodate difficult or demanding periods of their lives, while still meeting the demands of their job. Additionally, associates may sometimes require an alternative work arrangement when medically necessary while recovering from an illness or injury. Towards these ends, Amazon will consider requests for an alternative work arrangement. For further information, please see the Alternative Work Arrangement Policy in this Manual.

Hourly associates must report all hours worked, whether at an Amazon building or off-site. No one may allow or ask any hourly associate to work "off the clock" without being paid. Hourly associates working more than five hours are generally required to take a work-free, unpaid 30-minute meal period. The meal period must start no later than five hours or, in some locations, five-and-a half hours after the associate begins working. Additional meal periods are provided in some circumstances. Hourly associates are required to take a minimum ten-minute paid break for every four hours worked or major fraction thereof. Please check with your manager or Human Resources Business Partner regarding your work schedule. For more information, see the complete U.S. Working Hours Policy for non-exempt/hourly associates: [Working Hours \(Non-Exempt/Hourly\) Policy](#)

Attendance and Punctuality

Regular attendance and punctuality are important parts of your obligations as an Amazon associate. You are to work the hours scheduled by your manager. If you are going to be absent or late to work, we expect to hear from you before the start of your workday. Please be aware that unsatisfactory attendance may be a basis for disciplinary action, up to and including dismissal.

Individual sites or departments may establish specific guidelines for attendance and punctuality, based on the needs of the business. If your site or department has specific guidelines, your manager or Human Resources will review them with you, and it is expected that you will abide by them throughout your employment in that department.

In the event that we have not heard from you for three (3) consecutive workdays, you will be considered to have resigned from your employment.

Corrective Action

To ensure orderly operations and provide the best possible environment, Amazon expects associates to follow rules and exhibit conduct that will protect the interests and safety of all associates and the organization. The appendix to the Owner's Manual includes the Standards of Conduct, a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. Abiding by the Standards of Conduct is necessary but is not sufficient for continued and successful employment at Amazon. The bar is much higher, and associates are expected to perform at a very high level in serving our customers. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct.

Performance Evaluation

Managers and associates are strongly encouraged to discuss job performance and goals on an informal and frequent basis. Formal performance evaluations are typically conducted on an annual basis. Amazon or individual sites or departments may establish more frequent performance review periods. Performance evaluations become a part of your personnel file and may be used for future employment decisions and consideration such as transfers, promotions, compensation decisions, training, salary reviews, and corrective action.

Internal Transfers and Promotions

Employees may apply for a voluntary internal transfer at any time. Employees who are not currently meeting performance standards must obtain manager approval before interviewing. More information regarding the Internal Transfer process is available from your Human Resources Business Partner or on the intranet at: [Job Transfers](#)

At Amazon, we have two types of promotions: Career Development and Open Position. A Career Development Promotion occurs when there is an increase in an associate's current job level within the same job family (for example, a move from Financial Analyst to Sr. Financial Analyst). For an associate to be promoted, the manager (1)

must justify the business need for that position to be one job level above the associate's current level; and (2) must show that the associate has demonstrated the skills and competencies needed to assume the responsibilities of the new position. Career Development Promotions are reviewed on a calendared cycle.

An Open Position Promotion can occur when an associate applies and is hired into an approved, budgeted, and posted position that is one job level higher than the associate's current level. All associates must use the Internal Transfer Process to apply. More information regarding the Promotion process is available from your Human Resources Business Partner or on the intranet at: [Promotions](#)

Associates who are transferred or promoted to a new position sometimes receive a compensation adjustment to a level that is appropriate for the new position. A position change may also affect certain benefits (such as vacation accrual and benefit premiums), trading window restrictions, pay periods, and future pay increases or additional stock-based award grants.

Dealing with the Public

To ensure that Amazon follows all rules applying to a public company regarding disclosure of information, the company has designated certain associates to represent the company to the public. No other associate should speak with media representatives on Amazon's behalf, even to answer apparently innocuous questions. Press inquiries and requests for interviews or public appearances by Amazon should be forwarded to the Strategic Communications department at amazon-pr@amazon.com. Financial inquiries should be directed to the Investor Relations department at ir@amazon.com. It is extremely important that all questions directed to Amazon are forwarded to one of the above departments, who are the company's only designated spokespeople.

Associates must always comply with Amazon's Confidential Information policy (see below in this Owner's Manual) by not revealing, confirming, or discussing confidential information without authorization. Nothing in the Owner's Manual prohibits non-supervisory employees' communications about wages, hours, or working conditions.

Personnel Information and Records

The company maintains personnel records in personnel files, in payroll, and in several other forms (information stored electronically, etc.). The information the company maintains is needed by the company in conducting its business or is required by federal, state, or local laws.

Personal Information: Human Resources should be notified promptly of any changes in name, residential address, home telephone number, marital status, name of beneficiary, or dependents listed on your insurance policy, number of dependents for withholding tax purposes, or person to notify in case of an emergency. Most associates can make changes to this information by using our PeopleSoft self-service option located on the intranet at: [PeoplePortal](#)

Associates who do not have access to the self-service option in PeopleSoft should notify Human Resources with such changes. Additionally, your manager will be provided with your home telephone number in the event he or she needs to contact you for business purposes.

Personnel files: Human Resources will maintain your personnel file. Your personnel file ordinarily will be made available to your manager and others with a need to know, such as a hiring manager if you apply for a new position internally. You may review your personnel file periodically, upon giving written request with reasonable notice to Human Resources. Personnel files are company property and may not be removed from company property. If you believe that certain materials in your personnel file are irrelevant, inaccurate, or obsolete, you may informally request their removal by speaking with HR or submit a written statement that may be included in your personnel file. You may also request copies of specific documents in your file. Seattle employees can contact the Employee Resource Center to schedule a time to review their file.

Resignation

If you decide to resign from your employment at Amazon, we request that you provide at least two (2) weeks' notice. This will give your manager the opportunity to adjust his or her plans with the least amount of interruption to company work schedules. We encourage associates who resign voluntarily to submit such resignation in writing, with the reason for resigning and the effective date stated.

Compensation

Compensation

Hiring, retaining, and motivating talented, versatile, and driven associates are critical success factors for Amazon. Towards this end, Amazon seeks to compensate associates relative to the nature and extent of their contribution to the company's success, their responsibility and commitment to the company, and their skill level, all as measured in the context of market comparables. Amazon views all forms of rewards provided to associates, including cash compensation, equity compensation, health, and other benefits, as part of its total compensation package. If the company does well, associates will be well rewarded through their equity compensation, which is an important component of compensation over the long term.

In determining compensation for our associates, the company strives to attract and retain the best associates, reinforce ownership, emphasize performance and potential as a basis for rewards, recognize the need for global and flexible compensation approaches, and to filter our compensation decisions through our core values. Amazon's compensation philosophy is available from your Human Resources Business Partner or on the intranet at: [Compensation](#)

Pay Periods and Direct Deposit

Hourly associates are paid every other Friday. Hourly associates' workweek starts at 12 a.m. Sunday and ends at 11:59 p.m. Saturday. Salaried associates are paid either monthly or biweekly; however, in some locations, the pay frequency may vary. More information regarding hourly and salaried payroll periods is available from your Human Resources Business Partner or on the intranet at: [Getting Paid in the U.S. FAQ](#)

Direct deposit of your paycheck into your bank account is available and encouraged. It is a fast, safe, and dependable way to put your money in the bank and, best of all, it is completely free. Your paycheck will be deposited into your bank account automatically every pay period. If interested, please fill out the appropriate form, which is available from your Human Resources Business Partner or through Employee Self-Service at: <https://portal.adp.com/public/index.htm>

Payroll Deductions

Amazon is legally required to take certain deductions from every associate's compensation, including federal income taxes, state and local income taxes (where applicable), Social Security, and other mandatory withholdings. Associates are required to complete and change, as appropriate, a W-4 form indicating the number of allowances claimed for tax withholding purposes. In some cases Amazon may be required by law to make other deductions, such as garnishment and child support. The company will also deduct amounts authorized by an associate in accordance with the associate's benefit elections. Finally, at termination of employment, Amazon may also deduct from associates' last paychecks (where permissible) for items owed to the company, including but not limited to corporate credit card debt, negative vacation balance, lost equipment, or money owed to the company. If you have questions regarding payroll deductions, please contact your Human Resources Business Partner.

Overtime Pay

Only associates who do not qualify as exempt under federal or state law are eligible for overtime pay. Overtime must be approved in advance and will be paid at the rate of one and one-half times the associate's regular hourly rate of pay for all hours worked in excess of 40 hours during a workweek. Vacation, personal/sick, holiday, or other paid time off hours are not considered "hours worked" in the calculation of overtime pay.

Travel Time Pay

From time to time, employees may be required to travel for work purposes. Non-exempt employees who are required to travel for work purposes are eligible for paid travel time in certain circumstances, consistent with applicable state and federal wage and hour laws. Travel time will be paid at the employee's regular hourly rate and will be used in overtime calculations. Non-exempt employees should refer to the [Working Hours \(Non-Exempt/Hourly\) Policy](#) for detailed information.

Exempt employees are not separately compensated for time spent traveling for business. More information regarding travel time pay is available from your HR Business Partner.

Benefits

Amazon offers a comprehensive benefits package, subject to eligibility requirements. The company reserves the right to alter, amend, or terminate the benefits it provides at any time, at the sole discretion of the company, with or without advance notice.

For more information about your benefits, visit the Benefits Enrollment Tool. From an Amazon computer or network, go to benefits.amazon.com. From any other computer or network, go to amazon.ehr.com. You can also call the Benefits Service Center with questions at 1-866-644-2696. The Benefits Enrollment Tool will be ready for you to view about three days after your start date.

Holidays

Information about Amazon holidays is found [here](#). All U.S. employees can review each individual holiday policy on the U.S. Employment Policies & Guidelines page on Inside Amazon [here](#).

Please contact the [Employee Resource Center](#) (ERC) if you have questions.

You can review your time off balances by accessing ADP at mypay.amazon.com when on the Amazon network or portal.adp.com from any computer outside of the network.

Additional Paid Time Off

Vacation

Amazon believes that associates should earn and take vacation on a regular basis for their personal well-being and continued high performance. All regular associates working 20 or more hours per week accrue vacation during each pay period. Accrued vacation may be carried over from year to year up to 160 hours. There may be some limited exceptions for subsidiaries with legacy policies. Managers must approve vacation in advance.

For non-FC/CS employees working in California, and all A100 and Goodreads employees, please refer to the [CA PTO policy](#). Employees working at Fulfillment Centers or in Call Center Operations are excluded from CA PTO.

Paid Personal Time Off

Amazon will provide all regular associates who are expected to work more than 20 hours per week with paid personal time, to be used in the event of illness or other personal business. All regular associates who are expected to work 20 or more hours per week accrue paid personal time during each pay period, up to a maximum. The maximum amount is equal to the annual accrual corresponding to the associate's scheduled work hours. Accrued paid personal time off may not be carried over from year to year. Associates will lose their remaining paid personal time hours on December 31. In California, paid time off carries over per local law.

Some policies that apply only to Operations, FC or CS sites also exist. Check with your local HR team for other site-specific policies and processes or if you have any questions about any policies at Amazon.

For non-FC/CS employees working in California, and all A100 and Goodreads employees, please refer to the [CA PTO policy](#). Employees working at Fulfillment Centers or in Call Center Operations are excluded from CA PTO.

Bereavement Time Off

Amazon provides associates up to three days of paid time off to attend a funeral or grieve if an associate suffers a death of an immediate family member. Immediate family members include your spouse, domestic partner, children (including step and foster children), parents (including step and foster parents), parents-in-law, grandparents, brothers and sisters (including step siblings), or special circumstances outside these relationships.

Jury and Witness Duty Time Off

Amazon provides up to ten (10) additional days of paid time off to associates if they are required to serve on a jury or are subpoenaed as a witness in a civil or criminal court case if they provide advance notice of their scheduled appearance date and a copy of the summons to serve as a witness or juror. Any paid time off provided under this policy is in addition to the paid time off regularly accrued by eligible employees.

Sick and Safe Time Required Notices

City of Saint Paul Earned Sick and Safe Time Ordinance (ESST). This ordinance requires employers to provide employees working in Saint Paul with paid leave that can be used for sick time (an employee or family member's medical or mental condition or preventive care) and safe time (reasons related to domestic violence, sexual assault, stalking, school closures due to inclement weather or public safety issues, for an employee or an employee's family member). Employers must grant at least 1 hour of sick/safe time per 30 hours worked in Saint Paul. Employees can accrue up to 48 hours per year and save unused time and carry over up to 80 unused hour per year. Accrual must begin on the 1st day of employment, and employees may start using sick/safe time after 90 days of employment. Employees must work 80 hours in Saint Paul to be eligible. Amazon may require an employee to provide written certification from a health care provider if use of sick/safe leave will exceed three days. Retaliation against employees for exercising any sick/safe leave rights is illegal. An employee who believes any of these rights have been violated may file a complaint in court and/or with the City of Saint Paul Department of Human Rights and Equal Economic Opportunity Labor Standards Unit. Contact options: 651-266-8900 | laborstandards@stpaul.gov | www.stpaul.gov/esst | 15 W. Kellogg Blvd, Suite 280, Saint Paul, MN 55102.

City of Minneapolis Sick and Safe Time Ordinance. This ordinance requires employers to provide employees working in Minneapolis with paid leave that can be used for (a) a medical or mental health condition; (b) to seek services for domestic abuse, sexual assault, or stalking; (c) close of an employee's place of business for public health reasons; (d) needs related to health, mental health, or physical safety of a child, spouse, domestic partner, parent, grandparent, or member of household; (e) unexpected closure of a family member's school or place of care, including for inclement weather. Employers may require advance notice as soon as practicable (but not more than 7 days), and reasonable explanation of need. Upon request, the employer must provide information stating the employee's then-current amount of accrued sick and safe time and used sick and safe time. An employee who believes any of these rights have been violated may file a report with the City of Minneapolis Labor Standards Enforcement Division. Contact options: 350 S. Fifth St., Rm. 239, Minneapolis, MN 55415 | Call 311 | www.minneapolismn.gov/sicktimeinfo.

A complete overview of all the paid time off policies, including copies of each entire policy, is available from your Human Resources Business Partner or on the intranet at: [Paid Time Off Policies](#)

Leaves of Absence

Amazon recognizes that situations will arise that may require associates to be absent from work for extended periods of time. The company offers a variety of leaves of absences summarized below. An associate must apply for and Human Resources (or designated representative, i.e., MyLeave Services) must approve any leave request before it is authorized.

A complete overview of all the leave of absence policies, including copies of each entire policy and complete information on the effect of each type of leave on benefits and compensation, is available from your Human Resources representative, the Employee Resource Center or on the intranet at: [Leave of Absence Policies](#)

Benefits during a Leave of Absence

Associates do not accrue vacation, holiday, or personal days while on an unpaid leave of absence, unless required by regulation. Associates also will not be provided an annual grant of paid personal time if their leave of absence occurs when such grants are made. Rather, associates will be provided their regular paid personal time grant upon their return to active work. Medical insurance coverage will typically remain in effect during the leave, although the associate may be required to pay the employee portion of the premium, the entire premium amount, or become subject to COBRA coverage, depending on the type and duration of leave. Each complete leave policy provides information as to the effect of the leave on each type of benefit.

Family and Medical (FMLA) Leave

Eligible associates may qualify for a leave of absence under the Family and Medical Leave Act (FMLA). Amazon provides eligible associates who are unable to work due to the reasons listed below up to 12 work weeks of unpaid, job-protected leave in a 12-month period:

- birth and care of your newborn child or adoption/foster care placement of a child in your custody;
- your own serious health condition including sickness or disability associated with pregnancy and/or childbirth;
- to care for your spouse, qualified domestic partner, child, qualified child of a qualified domestic partner, or parent with a serious health condition;
- for qualifying exigencies arising out of the fact that your spouse, qualified domestic partner, child, qualified child of a qualified domestic partner, or parent is on active duty or called to active duty as a member of the U.S. National Guard or Reserves in support of a contingency operation.
- In addition, eligible associates may qualify for up to a total of 26 work weeks of unpaid, job-protected leave during a single 12-month period to care for:
- your spouse, qualified domestic partner, child, qualified child of a qualified domestic partner, parent, or next of kin who is a current member of the U.S. Armed Forces, including the National Guard or Reserves, with a serious injury or illness incurred in the line of duty.

During your FMLA leave, you will receive health insurance benefits. Intermittent leave or a reduced work schedule is also available if it is medically necessary because of your or your family member's serious health condition or for military exigency leave.

You may review the FMLA policy and your Rights and Responsibilities Under FMLA here: [Leave of Absence Policies](#)

Medical Leave

If you are unable to work because of a medical condition affecting you and are not eligible for or have exhausted your leave entitlement under the Family and Medical Leave Act (FMLA), you may be eligible for a medical leave of absence. If you haven't received health benefits coverage for your medical condition during a prior FMLA leave, you're eligible to receive health insurance benefits until the end of the month following 12 weeks of leave.

Personal Leave

When you need time off, you ordinarily are expected to use paid personal time and vacation. Amazon may provide you an unpaid personal leave of absence when you need extended time off for personal reasons not covered under FMLA or medical leave. Prior to the start of your personal leave, you may elect to apply any or all of your accrued, unused vacation or paid personal time. Your manager or Human Resources representative also must approve any personal leave, and the company reserves the right to decline any request.

Military Leave

Amazon provides a military leave of absence to associates for military service, for training, and for examinations to determine an associate's fitness for military service in the regular Armed Forces, the Armed Forces Reserves, the National Guard, and the Commissioned Corps of the Public Health Service.

Company Personnel Policies

This section details some important company policies that concern your employment at Amazon. These policies help to define and clarify the company's expectation of you, and they help associates know what to expect from the company. If you have any questions about the policies presented in this handbook or about other employment policies, please feel free to contact the Human Resources department.

Alternative Work Arrangements

In considering any request for an alternative work arrangement, the company must balance the need to achieve business priorities and objectives with an associate's need to balance personal responsibilities and work demands. In general, an alternative work arrangement is a privilege that may be granted under appropriate circumstances to associates in good standing and whose job responsibilities are suited to such an arrangement. Amazon will evaluate requests for alternative work arrangements on a case-by-case basis and retains discretion to change or discontinue such arrangements at any time. If approved, an associate's compensation, benefits, and other stock-based awards may be affected.

Types of Alternative Work Arrangements

The following are types of alternative work arrangements that Amazon may consider for an associate. Except for part-time work arrangements, these alternative work arrangements do not change the associates' job expectations or the amount of time an associate is expected to contribute to his or her work for Amazon. Associates on any alternative work arrangement may still be required to work additional hours and work during scheduled time off as necessary to meet business objectives.

- **Flextime:** An arrangement that permits managers and associates to agree to starting and quitting times within guidelines established by department management. Regardless of the associate's flextime schedule, the associate must be present during department designated "core" hours. An example of such an arrangement would be when an associate regularly works 6 a.m.-3:30 p.m.
- **Compressed workweek:** An arrangement that allows associates to compress their regular working hours into fewer work days by working longer days for part of the workweek, in exchange for shorter days and/or days off each workweek.
- **Telecommuting:** An arrangement that allows an associate to work from home or an alternate work site, for all or part of the scheduled workweek, through a formal written agreement with their manager. See Amazon's Telecommuting policy for more information.
- **Part-Time Work Arrangement:** An arrangement that allows an associate to voluntarily work less than a full-time schedule. See Amazon's part-time work arrangements policy for more information.

The company may determine that some positions, departments, or sites may not be eligible to participate in alternative work arrangements unless it involves a reasonable accommodation of a disability or work-related injury or illness. For instance, alternative work arrangements are generally not available for positions in fulfillment or customer service centers unless it is medically necessary or requested by the company. Check with your Human Resources representative to determine if any alternative work arrangements are available for your position, department, or site.

Because telecommuting and part-time work arrangements typically involve more logistical planning and consideration, each of these alternative work arrangements are described in greater detail in their own policy statement. Flextime and compressed workweeks are described more fully in the Alternative Work Arrangement Policy, which is available from your Human Resources representative or on the intranet at: [Alternative Work Policy](#)

Code of Business Conduct and Ethics

In performing their job duties, Amazon employees should always act lawfully, ethically, and in the best interests of Amazon. To help employees understand and apply these principles, Amazon has developed the [Code of Business Conduct and Ethics](#) (the "Code of Conduct") which sets out basic guiding principles for all employees. All employees are expected to review the Code of Conduct and comply with its provisions.

Employees who a) have a question about the application of the Code of Conduct, b) believe that a violation of the Code of Conduct has or is about to occur, or c) are in doubt about how to properly act in a particular situation should promptly discuss the issue with their manager, anyone in their management chain or the Legal Department at (206) 266-1742. Employees may also raise questions or report suspected violations through the Amazon Ethics Line. Calls to the Ethics Line are answered by an independent third party and may be anonymous upon request. To access up-to-date phone numbers for the Amazon Ethics Line, go to <http://amazon.ethicspoint.com>.

More information, including the entire Code of Business Conduct and Ethics, is available from your Human Resources representative and at the following links on the intranet:

- [Code of Business Conduct and Ethics](#)
- [Code of Conduct Frequently Asked Questions](#)
- [Gift Reporting Guidelines](#)
- [Gift Reporting Form](#)

Confidential Information

Customer information and proprietary information concerning the business of Amazon must be protected. Such confidential information or data is not to be discussed within the company or outside, except as the normal course of business makes necessary. Confidential information includes information about new products and services, transactions, financial data, ordering and shipping techniques, volume of shipments, lists of customers or suppliers, and any other proprietary information acquired through your employment with Amazon. The complete Confidential Information Guidelines and Policy is available from your Human Resources representative or on the intranet at: [Confidential Information and NDA Guidelines Policy](#)

As a condition of your employment, you are required to sign an employee confidentiality agreement on or before your first day of employment. If, for some reason, you have not yet signed this agreement, please let your Human Resources representative know so that they may provide you with one to sign. This agreement grants Amazon exclusive rights to all proprietary information and inventions developed as a result of your employment with Amazon; requires you to maintain confidentiality of proprietary information; and restricts may restrict your ability to engage in competitive activities for 18 months after you discontinue employment with Amazon.

In some circumstances, the disclosure of employee information can create security or competitive risks. For these reasons, confidential employee information must be maintained with appropriate confidentiality. However, nothing in this policy prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours, or working conditions. For more information, see: [Confidential Employee Information FAQ](#)

Cost Efficiency

One important factor in our long-term success will be our ability to keep costs low. Accordingly, we have developed guidelines for general spending and for travel and entertainment.

Purchasing and Spending Authorization

All associates should understand and contribute to the company's philosophy of spending money carefully and wisely. Spending should be done conservatively, with the overall goal of spending money only in order to increase the value to our customers. Associates should plan ahead as much as possible, and purchases should be approved in advance of being made. The complete Purchase and Spending Authorization policy is available from your Human Resources representative or on the intranet at: [Purchase and Spending Authorization Policy](#)

Travel and Entertainment

Upon approval, associates will be reimbursed for reasonable travel, entertainment, and other expenses incurred in connection with company business. With manager approval, corporate credit cards may be issued to full-time regular associates strictly for business and travel purposes. Any associate who will travel or entertain for business purposes should review the complete Travel and Entertainment policy, which is available from your Human Resources representative or on the intranet at: [Global Travel Entertainment Policy](#)

Amazon Rental Vehicle Policy

The following is intended for all employees while driving in vehicles rented for use on behalf of Amazon. Renters must adhere to the conditions below and any violation of this policy may result in corrective action, up to and including termination of employment.

- ☐ Rental vehicles should be procured through Carlson Wagonlit with one of Amazon's preferred vendors: National/Enterprise or Avis.
- ☐ When operating a rental vehicle, Amazon employees are expected to behave as a reasonable person would under the same or similar circumstances.
- ☐ Vehicle operators must comply with Amazon's Drug & Alcohol Policy and all applicable laws when operating rental vehicles.
- ☐ Negligence or improper conduct leading to damage of the rental vehicles is prohibited. All vehicles must be maintained in accordance with the rental agencies' requirements.
- ☐ Any vehicle accident/injury must be reported immediately to Corporate Risk Management regardless of severity.
- ☐ Possession of dangerous or unauthorized materials, such as explosives or firearms, is prohibited.
- ☐ Drivers must be approved Amazonian business renters. Drivers are responsible for ensuring that all passengers act in accordance with this Rental Vehicle Policy for Amazon business or personal use.

Please reference the following Inside pages to understand Amazon's rental car and corporate travel policies.

- [Rental Car](#)
- [Corporate Travel Policy](#)

Use this [Notice of Loss form](#) for reporting an auto accident.

Drug and Alcohol Use

Being under the influence of alcohol while at work or while engaged in work-related activities is prohibited. Alcohol may be served on company premises or at work-related events only when authorized by management. On such occasions, associates are expected to act responsibly, drink alcohol only in reasonable quantities, and make plans to avoid driving after drinking alcohol. The use or possession of illegal drugs or inappropriate use of prescription drugs while at work or engaged in work-related activities is also prohibited. Violation of this policy may lead to discipline, up to and including termination. Some departments, organizations, or sites may establish more detailed drug and alcohol policies, including policies pre-employment or other drug and alcohol testing. Some departments, organizations, or sites may prohibit alcohol at all company functions. Check with your Human Resources representative for local drug and alcohol policies.

Employees with Disabilities

Amazon complies with the Americans with Disabilities Act and applicable state and local laws prohibiting discrimination in employment based on a person's physical, mental or sensory disability. All employment practices, employment decisions, and activities are conducted on a non-discriminatory basis. Amazon also will provide reasonable accommodation for qualified individuals with a disability where medically necessary to perform one's job, except in cases in which the reasonable accommodation would create an undue hardship or a health or safety risk would exist.

If you have a disability that affects your ability to perform your job and you feel you need an accommodation, please contact your manager or Human Resources Business Partner. Amazon will work with you to determine if a reasonable accommodation is necessary and appropriate. The company may request medical certification to verify the

existence of a disability or work restrictions, to identify potential reasonable accommodations, or to determine any safety or health risks. In addition, Amazon may contact your healthcare provider(s) in appropriate situations. Amazon will treat information regarding your medical conditions and restrictions as confidential, except to the extent your manager or other individuals need to know about your medical situation to help with the reasonable accommodation process.

Employment Outside of Amazon

Amazon does not allow outside employment without written approval from your manager. Holding another job may adversely affect job performance, efficiency, and/or attendance. If an associate finds it necessary to seek outside employment, the associate must discuss this matter with his or her manager and gain written approval from a department vice president or fulfillment center general manager. Failure to obtain written approval to hold outside employment may be grounds for discipline, up to and including termination of employment. If approval is granted and your manager later determines that your outside employment conflicts with your performance or company interests, you will be requested to stop such activity immediately as a condition of continued employment. Some sites may permit outside employment for hourly associates during low volume cycles or as business interests dictate.

Employment of Relatives and Friends

Although preferential treatment in employment of relatives and friends is not permitted, we do encourage associates to refer qualified applicants for any open positions. To minimize the potential for actual or perceived conflicts, Amazon does prohibit direct or indirect supervisory relationships between relatives, except in unusual circumstances.

Employment References

It is Amazon's policy to provide prospective employers with only the dates of employment and positions held by former associates. An associate may also request that Amazon provide additional information regarding his or her work performance to prospective employers who request such information. Any associate who requests additional information beyond dates of employment and positions held must sign the authorization form attached to the policy before any information will be communicated to a prospective employer. Managers who receive requests for an employment reference must first confirm with Human Resources that an authorization form has been signed by the associate before providing a reference. The complete Employment Reference Policy and authorization form is available from your Human Resources representative or on the intranet at: [Employment References](#)

Equal Employment Opportunity

Amazon firmly believes in equal employment opportunity for all and the importance of each associate as an individual. It is the policy of Amazon that there will be no discrimination against any associate or applicant for employment on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, the presence of any physical, sensory, or mental disabilities, or other legally protected status. This policy pertains to all personnel-related activities, including selection, hiring, benefits, work schedules, promotions, demotions, transfers, recruiting, advertising, reductions-in-force, terminations, and all forms of compensation and training. A strong commitment by each associate is necessary to ensure equal employment opportunity for all.

Any associate who believes that he or she has been discriminated against or has suffered from harassment or retaliation for reporting discrimination or harassment should report it to his or her manager, or to any member of management at Amazon, or to Human Resources. Upon receipt of the complaint, the company will conduct a prompt investigation and will take appropriate corrective action as may be warranted.

Amazon will not tolerate or permit any associate to suffer retaliation of any kind or to suffer any adverse employment action as a result of reporting an unlawful discrimination or harassment claim. Amazon will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have

access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Health and Safety

Amazon places a high value on the health and safety of its associates. As part of its commitment to providing a safe workplace for all associates, Amazon complies with all applicable regulations and has adopted a core safety policy that no task is so important that an associate must violate a safety rule or put themselves at risk of injury or illness in order to get it done. Ensuring a healthy and safe work environment is a responsibility that must be shared equally by each associate. Associates are encouraged to actively participate in identifying ways to maintain a safe and healthy workplace. All managers are responsible for the safety of their associates and are expected to monitor the workplace for unsafe conditions, procedures, or behaviors and take prompt action to eliminate any hazards.

Safety Programs and Training

Amazon has developed an extensive safety program that is regularly reviewed and improved. During their orientation, associates receive important information about safety procedures as appropriate for their site. Business groups or separate sites may develop and publish safety procedures, guidelines, or rules specific to their operations or site. The safety policy for our fulfillment centers, for instance, is available from your Human Resources representative or on the intranet at: [Safety, Health, & Environmental Policies](#)

Where appropriate, Amazon also provides regularly scheduled safety training that provides guidelines on safe work practices to minimize workplace hazards. Associates are expected to be aware and comply with general safety guidelines, as well as the policies and procedures that pertain to each work site, and to use safe equipment, proper protective equipment, and the proper tools that are appropriate for each job.

Reporting Accidents and Concerns about Workplace Safety

Associates are responsible to and should immediately report any accidents or unsafe work practices to their immediate manager, Safety manager, Human Resources, or any member of Global Security. In the event of a work-related accident that results in injury or illness, associates must immediately notify their manager, Human Resources, and Global Security. Such reports are necessary to comply with federal and state laws and to initiate insurance and workers' compensation benefits coverage for the associate's medical expenses and lost salary. Associates will be required to complete an "Employee Report of Incident" form and sign a copy of their "Supervisors Incident Investigation Report of Injury" form. These forms are available from your Human Resources representative or on the intranet at: [Accident Reports](#)

No retaliation of any kind will be permitted or tolerated against an associate for making a workers' compensation claim or reporting unsafe work practices. If associates believe that they have been retaliated against, they should report this immediately to their manager or to their Human Resources Business Partner.

For more information regarding work place injuries, including state specifics, please follow this link: [Workers' Compensation Information](#)

Information Security

This is a summary of the Amazon Information Security Policy that sets forth the rules that associates must abide by as a condition of being provided access to the company's technology and information assets. The complete Information Security Policy and related policy documents address a wide variety of important, practical issues, including the use of instant messaging and handheld devices, protecting your passwords and the company's network, and other information security issues. You are strongly encouraged to review the complete Information Security Policy, which is available from your Human Resources representative or on the intranet at: <https://policy.amazon.com>

[General Security Questions](#)
[Policy Specific Questions](#)

Privacy

All email correspondence and other computer files created, stored, or transmitted on the company systems and all traffic generated on the company's network is the property of the company. While we will attempt to respect an associate's privacy, company management may access or monitor files, keystrokes, network traffic, and communication channels as circumstances warrant. Associates are expected to exercise discretion and good judgment and to demonstrate respect for each other's privacy and for company confidential information. Associates should not access any data beyond what they need to get their job done. Access to data other than that in one's own home directory or a shared department directory should be performed only with the explicit permission of the owner of that directory or when instructed by a manager. Similarly, associates should not sign up for any business-related list whose content is not appropriate for their job.

Acceptable Use

The company provides some associates with computers and computer accounts for work-related purposes to perform job duties and to assist in intra-company communication. A computer account gives you access to the company's computer and email systems, as well as access to the Internet. Associates may only access the company network from centrally-managed (through "SMS" or "cmf") computers that comply with the *Desktop/Laptop Security Policy* (see: <https://infosec.amazon.com/?ComputingDevices>). As a condition of this access, associates are expected to respect the obligations and responsibilities associated with having a company computer account. Associates are also responsible for ensuring that electronic communication is effective, ethical, and lawful. The use of abusive, offensive, or profane language is prohibited. Fraudulent and obscene messages, or harassment of any kind, are also prohibited. Please keep in mind that associates' activity on the Internet reflects on the company.

Protecting Data and Securing Access to the Company Network

Users are responsible for taking all steps to protect information and secure access to the company network, including the following:

- Passwords and Accounts
 - You are responsible for keeping your password private. Don't disclose your passwords to anybody.
 - Don't share your account (e.g., don't allow others use of your account).
- Email and Sharing
 - Never forward your email outside of the company (e.g., using a forward setting).
 - Never store any company data on a computer system outside the administrative control of Amazon (e.g., your home computer). Certain applications (including POP e-mail clients, etc.) store data locally and thus must not be used on personal, non-Amazon-issued computers.
- Computing Devices and Network Access
 - Any new connection or change to the company network (the data network that connects all our locations) must be approved by both Information Security (<https://sword.amazon.com>) and Network Engineering (network-eng@amazon.com).
 - Never connect an unauthorized modem, wireless card or other network device to any Amazon computer or network.
 - Never download and install unauthorized software (including Java applets and ActiveX controls) on your system. Note: While there is not a single list of authorized software for all users, for the majority of users is recommended to only install software that is approved by IT Support (deskside@amazon.com).
- Customer Data and Security
 - Never circulate customer information in electronic form other than by customer or order id. If you escalate a problem, refer to order nnn-nnnnnnn-nnnnnnn or to customer number nnnnnnn rather than to the purchase of "Item" by customer "CustomerName."
 - Always report unusual patterns in systems or network performance immediately (either to your department escalation point or to the IT operators at (206) 266-2187).
 - Always report a suspected security compromise immediately (see https://w.amazon.com/index.php/Infosec#Report_an_Information_Security_Incident)

Reporting Violations

Violations of the Information Security Policy must always be reported through a secure ticket to Information Security.

Violations should never be discussed with anyone outside Legal and Information Security unless approved by one of them.

[Secure Ticket to Information Security](#)

Insider Trading

Because Amazon is a public company, we are subject to a number of legal requirements, including a prohibition on insider trading. Federal law prohibits any of the company's employees, directors, or consultant's associates, directors, or consultants from trading in Amazon securities based on material, nonpublic information. This means that if you have material information that has not been disclosed to the public by the company, you may not buy, sell, or enter into any other type of transaction involving any Amazon securities, including Amazon common stock. You may not give material nonpublic information to friends or family members or to any other third parties. Nor may you advise friends or family members or any other third parties to trade based on material nonpublic information. Certain associates and members of their households are also prohibited from trading in Amazon securities during certain periods each quarter, generally beginning on the first day of the last month of the company's fiscal quarter and ending on the third day following the quarterly earnings announcement. In addition, there may be other periods that associates are prohibited from trading that the company will announce from time to time. Certain associates are also required to pre-clear all transactions involving Amazon securities with the legal department.

In addition to being against our policy, insider trading is against the law. The federal penalties for insider trading include large fines and jail time. Every associate should review and become familiar with Amazon's complete Insider Trading policy, which is available from your Human Resources representative or on the intranet at: [Insider Trading Guidelines](#)

Physical Security

Badges and Other Important Information

Associates and other outsourced employees (contractors, vendors, etc.) must wear their ID/access badges in a visible manner at all times on company property and at company events. Visitors must check in with Security or Reception, be issued a visitor badge that should be worn in a visible manner, and be escorted while on company property. If associates see someone on company property without appropriate identification, they should either alert Security or ask the individual to show their identification.

Associates should also safeguard their access cards, codes, keys, passwords, computers, and other valuable property and equipment. Associates should not circumvent ordinary security systems or procedures and should report vulnerabilities to Amazon's security systems. It is the responsibility of each Amazon associate to adhere to all physical Security policies, procedures, processes and instructions given by a member of the Security staff in order to safeguard the relationship of trust with customers and employees alike. Other specific expectations regarding security are available from your Human Resources representative or on the intranet at: <http://globalsecurity.amazon.com/>

You are encouraged to review these and other security policies relevant to your workspace at: <https://policy.amazon.com/>

Workplace Emergency Response

Associates are expected to treat each other, contractors, customers, and visitors with courtesy and professionalism. Amazon will not tolerate violence, threats of violence, or other intentional or reckless conduct by anyone that harms or threatens the safety of associates or others. Any associate who observes or

experiences conduct that violates this policy or any situation that has a potential risk of workplace violence, should immediately report it to a manager, Human Resources, Safety manager, or any member of Global Security. Global Security can be contacted 24-hours a day by calling (206) 740-SAFE (7233) or visit the [Business Assurance Center](#) page on Inside Amazon. Emergencies and imminent threats of harm should be reported immediately to the police or other emergency personnel by dialing 911.

The complete Workplace Emergency Response policy is available from your Human Resources representative or on the intranet at: [Workplace Emergency Response](#)

Inspections on Company Premises

To provide a safe workplace and to protect associate and company property, the company reserves the right to conduct a search of any area on company premises. This includes an associate's office, workspace, or locker. The Company also reserves the right to inspect personal articles carried to or from Company premises.

These articles may be accessed by authorized personnel of the Company, who may enter your office, workspace, or locker in order to do so. Typically, the Company will conduct searches on Company premises when it receives a report of or suspects a violation of the Company's Standards of Conduct. However, the Company reserves the right to inspect for any purpose. The Company also may use various electronic detection devices, such as walk-through or hand-held metal detectors. Refusal to permit the company to conduct the searches identified in this section may lead to disciplinary action, up to and including termination of employment.

Solicitation

The orderly and efficient operation of Amazon's business requires certain restrictions on solicitation of associates and the distribution of materials or information on company property. This includes solicitation via company bulletin boards or email or through other electronic communication media.

The following activities are prohibited:

- Solicitation of any kind by associates on company property during working time;
- Distribution of literature or materials of any type or description (other than as necessary in the course of your job) by associates in working areas at any time; and
- Solicitation of any type on company premises at any time by non-associates.

Examples of prohibited solicitation include the sale of merchandise, products, or services (except as allowed on forsale@Amazon alias), soliciting for financial contributions, memberships, subscriptions, and signatures on petitions, or distributing advertisements or other commercial materials.

The only exceptions to this policy are communications for company-sponsored activities or benefits, or for company-approved charitable causes, or other specific exceptions formally approved by the company. All communications under these exceptions must also have prior approval of Human Resources. Violation of this policy may result in immediate disciplinary action, up to and including termination of employment.

Anti-Sex Buying Policy

It is against Amazon's policy for any employee or Contingent Worker to engage in any sex buying activities of any kind in Amazon's workplace or in any work-related setting outside of the workplace, such as during business trips, business meetings or business-related social events. It likewise is prohibited to engage in sex buying activities in using any company property, equipment or software (including, without limitation, company credit cards, expense accounts, buildings, parking lots, grounds, computers, storage devices, websites, social media channels, networks, vehicles, and phones). This prohibition applies regardless of whether the activity is legal or tolerated in a particular jurisdiction, foreign or domestic.

Workplace Harassment

At Amazon.com, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status.

[Workplace harassment policy](#)

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, or business-related social events. This policy applies to the conduct of all Amazon.com associates as well as to the conduct by or toward non-employees involved in our business, such as subcontractors, consultants, clients, customers, or vendors. This policy is intended to be consistent with federal and state laws that prohibit discriminatory harassment in the workplace. For associates in California, see the [Amazon Harassment Policy for California Associates](#). For associates in New York State, see the [New York Sexual Harassment Information Sheet](#).

Sexual harassment

One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate, or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with a person's ability to perform the job.

Examples of sexual harassment include but are not limited to the following:

- requests or demands of sexual favors in exchange for favorable or preferential treatment;
- sexual jokes or use of sexually explicit language;
- unwelcome or unwanted physical contact;
- sexually degrading words used to describe an individual;
- sexual comments injected into business communications;
- the communication of sexually offensive material via electronic mail or voicemail;
- graphic verbal comments about an individual's body;
- physical or verbal abuse of a sexual nature;
- unwelcome sexual flirtations, advances, or propositions;
- downloading, circulating, or displaying in the workplace, sexually suggestive objects or pictures, including such material from the internet; and
- harassment based on an individual's sex or gender stereotype.

Other harassment

Workplace harassment prohibited under this policy is not limited to sexual harassment. Statements or actions that offend or demean a person based on their race, religion, creed, color, national origin, citizenship, marital status, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities are also inappropriate and are strictly prohibited.

Work-related exposure to potentially offensive materials

In many areas of our business, we create, market, and distribute products and programming that is adult themed, sexually explicit, or includes images and speech related to personal characteristics such as race, religion, sexual orientation, gender, gender identity, national origin, disability, and age.

Associates may be exposed to materials that some may consider offensive. While this exposure is often unavoidable in our work environment, harassing conduct directed at someone because of any protected personal characteristic is strictly prohibited. Associates should discuss any concerns about the nature of our business or their work environment with their supervisor, a department manager, or Human Resources.

Consensual relationships

At times, consensual, romantic, and/or sexual relationships between co-workers may occur. When such a relationship is between an associate who has supervisory authority and one who does not, an actual or perceived conflict of interest may exist. Therefore, these situations should be avoided. If such relationships arise, they will be considered carefully by Amazon.com, and appropriate action will be taken. Such action may include a change in the responsibilities of the people involved, re-assignment or transfer of location within the Company, or termination of employment.

If applicable, see the Consensual Relationship Policy for [Fulfillment Center](#) and [Customer Service](#) locations.

Responding to inappropriate conduct or possible incidents of harassment

All associates, regardless of position, are responsible for ensuring that our workplace is free from offensive behavior and harassment. All associates must avoid any conduct that may be perceived as offensive, harassing, or both.

Associates who observe or experience conduct in the workplace that they believe may be inappropriate or harassing by anyone, including supervisors, coworkers, customers, or visitors, may advise the offender that their behavior is unwelcome and request that it stop. In addition, associates who encounter such behavior should report it immediately to their supervisor, to a department manager, or to Human Resources.

It is important that associates feel comfortable reporting such incidents. Therefore, no retaliation of any kind is permitted or tolerated against an associate for reporting a suspected incident of harassment or participating in an investigation or proceeding related to harassment. If associates believe that they have been retaliated against for making a good faith complaint of harassment or discrimination or participating in an investigation or proceeding related to harassment, they should report this immediately to their supervisor, a department manager, or a Human Resources Business Partner. You can find your Human Resources Business Partner in the [Contacts Tool](#).

Amazon.com will promptly investigate any reports of workplace harassment or inappropriate conduct and will enforce appropriate disciplinary action where necessary. To the extent possible, the privacy of the associate, the alleged harasser, and any witnesses will be protected against disclosure, except as needed to conduct the investigation.

Prompt, corrective action will be taken when appropriate. This action may include disciplinary action such as a warning, reprimand, reassignment, temporary suspension with or without pay, or termination of employment, as Amazon.com believes appropriate under the circumstances. False complaints of harassment, discrimination, or retaliation that are not made in good faith may be the subject of similar appropriate disciplinary action.

Appendix - Standards of Conduct

Standards of Conduct

The Standards of Conduct are a list of examples of infractions that may result in corrective action, up to and including termination of employment. The Standards of Conduct are only guidelines. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, and the Standards of Conduct is not intended to be all-inclusive or exhaustive. As an at-will employer, Amazon reserves the right in all circumstances to apply any level of corrective action as appropriate, up to and including immediate termination of employment, without prior corrective action or notice for conduct in either category or for conduct not described in the Standards of Conduct. Employment with Amazon is at the mutual consent of Amazon and the associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Category 1

The following work conduct infractions are regarded as extremely serious, and termination of employment may result following one offense:

- Disrespect or rudeness to an Amazon customer
- Theft or inappropriate removal or possession of property
- Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates
- Making unauthorized statements on behalf of the company to the press or in any public forum (as only the company's authorized spokespersons may make authorized statements)
- Use or possession of dangerous or unauthorized materials such as hazardous chemicals or explosives, or use or possession of firearms, knives, explosive devices of any kind, or weapons of any kind
- Violation of the company's Health and Safety policy including possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or on breaks, or while operating employer-owned or leased vehicles or equipment
- Fighting or threatening violence in the workplace
- Gross misconduct
- Gross negligence
- Sexual or other unlawful or unwelcome harassment
- Making, publishing, or repeating knowingly or maliciously false statements concerning an associate, the company, or its products
- Discriminating against a fellow associate or prospective associate on the basis of race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity[1], veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities or other legally protected status
- Negligence or improper conduct leading to damage of employer-owned, employer-leased, or customer-owned property
- Insubordination or intentional disregard of instructions
- Falsification of personnel or other company documents/records, including employment application
- Unauthorized removal of company documents
- Unauthorized disclosure of business "secrets" or confidential information
- Intentionally making entries on another associate's time card/sheet, or falsely altering a timekeeping document
- Leaving company premises without permission during assigned work hours (unpaid meal periods are not "work hours" for purposes of this policy)
- Failure to fully cooperate with company investigations (except for questions regarding labor organizations or protected concerted activity)
- Violation of safety policies, procedures, standards, regulations, or laws
- Creating a hazardous or dangerous situation
- Engaging in any conduct that places the health and safety of any person at risk
- Violation of personnel policies
- Violation of security policies, procedures, processes, or instructions
- Violation of the Anti-Sex Buying Policy.

Category 2

The following work conduct infractions are considered serious and generally result in corrective action:

- Unauthorized absence, excessive absenteeism, or any absence without notice
- Failure to carry out a work assignment in an efficient, responsible, and acceptable manner
- Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor
- Failure to adhere to starting time, quitting time, or break time policies, or wasting time
- Unauthorized use, misuse, or abuse of equipment, products, material, or property belonging to other associates, belonging to the company, or in the company's custody
- Leaving a company-assigned work area during scheduled working hours without permission
- Violations of the no-solicitation, no-distribution policy
- Creating or contributing to disorderly or unsanitary conditions
- Failing to report or remedy any unsafe conditions, procedures, or behaviors
- Failure to immediately report an accident/injury, regardless of severity, when it occurs on company property, or while performing company business

[1] Updated on 12.30.08 (EEO, Workplace Harassment, Other Harassment, Category 1 discrimination)

GC Ex. 9

Refused to sign by associate on April 17, 2020, 12:38:40 PM - Delivered by Sushalsky, Sergiy (sushalsk)

Supportive Feedback Document Behavioral - Termination



Associate Name: BRYSON, GERALD Joseph (gbbryso)

Manager Name: Pryce, Bertram (DB3-0700)

Created On: April 17, 2020, 12:38:40 PM



Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Standards of Conduct. Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor is prohibited and classified as a Category 2 violation of the Standards of Conduct. Harassment is unwanted conduct that affects one's dignity at work. It is personally offensive and creates an intimidating, hostile, degrading, humiliating or offensive work environment. On 4/6/2020, you were reported to be in violation of this policy by making vulgar and derogatory comments towards another employee.

Areas of Improvement Required by Associate

Amazon is committed to providing a work environment that promotes the health, safety, and productivity of its associates. Associates are expected to treat each other, contractors, customers, and visitors with courtesy and professionalism. Amazon will not tolerate abusive, vulgar, or harassing language or behavior. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. These actions result in separation of employment.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Termination was delivered over the phone. Associate was informed that they will not be able to appeal this decision based on the Amazon policy. Associate refused to sign the document, however requested it to be sent over email.

Associate Signature: BRYSON, GERALD Joseph REFUSED TO SIGN

Date: April 17, 2020, 12:38:40 PM

Manager Signature: Acknowledged by Sushalsky, Sergiy (BadgeID: 11196847)

Date: April 17, 2020, 12:38:40 PM

AMZ-BRY000034

GC Ex. 10

Acknowledged by associate on April 17, 2020, 5:18:59 PM - Delivered by Lyerly,Sherman (lyerls)

Supportive Feedback Document Behavioral - First Written

amazon.com

Associate Name: Evans,Dimitra (edimitra)**Manager Name:** Chen,Calvin (DC1-0730)**Created On:** April 17, 2020, 5:18:59 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Standards of Conduct. These behaviors are violations of Amazon's Standards of Conduct policy, "Inappropriate Language or Behavior" and is considered a Category 2 violation of the Standards of Conduct. It was found that you used inappropriate language while engaging another employee in the parking lot on 4/6/20.

Areas of Improvement Required by Associate

The Standards of Conduct strive to establish a collaborative, non-hostile work environment. The acts of inappropriate behavior creates a hostile atmosphere and may offend others. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. Continued violation of this policy may result in further corrective action, up to and including termination.

Associate Comments

Associate Signature: Acknowledged by Evans,Dimitra (BadgeID: 11975067)**Date:** April 17, 2020, 5:18:59 PM**Manager Signature:** Acknowledged by Lyerly,Sherman (BadgeID: 11682239)**Date:** April 17, 2020, 5:18:59 PM

AMZ-BRY000148

Acknowledged by associate on February 17, 2018, 6:12:26 PM - Delivered by Bennett,Kristen (bekrist)

Supportive Feedback Document Behavioral - Final Written



Associate Name: Gere,Robert (gere)
Manager Name: Smith,Harry (RT673-3)
Created On: February 17, 2018, 6:12:26 PM



Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Security Standards of Conduct policy. Amazon is committed to providing a safe and secure work environment. In order to successfully keep our employees safe and secure, we rely on our associates to follow the Security Standards of Conduct. On 02/15/2018, you brought a weapon on premises. Amazon's Security Standards of Conduct specifically prohibits use or possession of any weapon, improvised weapon or makeshift weapon. This type of violation is considered a Category 1 Security Infraction. Category 1 Security Infractions are defined as any action or combination of actions that directly exposes the site to immediate risk of severe injury or financial loss.

Areas of Improvement Required by Associate

Immediate improvement is required. Amazon takes the security of its associates extremely serious. Bringing a weapon into the building is a violation of Amazon's Security Standard of Conduct. If you have any questions about appropriate behavior and what constitutes a violation, please reach out to your Manager, Security or Human Resources. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. This violation has resulted in a Final Written Warning.

Associate Comments

Associate Signature: Acknowledged by Gere,Robert (BadgeID: 11671256)

Date: February 17, 2018, 6:12:26 PM

Manager Signature: Acknowledged by Bennett,Kristen (BadgeID: 11567202)

Date: February 17, 2018, 6:12:26 PM

CONFIDENTIAL

Acknowledged by associate on November 11, 2019, 3:15:00 PM - Delivered by Deakova,Nela (deakovan)

Supportive Feedback Document Behavioral - Termination

amazon.com

Associate Name: Gere,Bob (gere)
Manager Name: AVASHIA,KAUSHAL (DB1-0715)
Created On: November 11, 2019, 3:15:00 PM



Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 11.7, you were reported to be in violation of this policy by multiple statements given to HR that were substantiated as evidence. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination. Based on the severity of the misconduct your employment will be terminated effective immediately.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Associate Signature: Acknowledged by Gere,Bob (BadgeID: 11671256)

Date: November 11, 2019, 3:15:00 PM

Manager Signature: Acknowledged by Deakova,Nela (BadgeID: 11144549)

Date: November 11, 2019, 3:15:00 PM

CONFIDENTIAL

AMZ-BRY000784

GC Ex. 11

Acknowledged by associate on February 17, 2018, 6:12:26 PM - Delivered by Bennett,Kristen (bekrist)

Supportive Feedback Document Behavioral - Final Written



Associate Name: [REDACTED]
Manager Name: Smith,Harry (RT673-3)
Created On: February 17, 2018, 6:12:26 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Security Standards of Conduct policy. Amazon is committed to providing a safe and secure work environment. In order to successfully keep our employees safe and secure, we rely on our associates to follow the Security Standards of Conduct. On 02/15/2018, you brought a weapon on premises. Amazon's Security Standards of Conduct specifically prohibits use or possession of any weapon, improvised weapon or makeshift weapon. This type of violation is considered a Category 1 Security Infraction. Category 1 Security Infractions are defined as any action or combination of actions that directly exposes the site to immediate risk of severe injury or financial loss.

Areas of Improvement Required by Associate

Immediate improvement is required. Amazon takes the security of its associates extremely serious. Bringing a weapon into the building is a violation of Amazon's Security Standard of Conduct. If you have any questions about appropriate behavior and what constitutes a violation, please reach out to your Manager, Security or Human Resources. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. This violation has resulted in a Final Written Warning.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: February 17, 2018, 6:12:26 PM

Manager Signature: Acknowledged by Bennett,Kristen (BadgeID: 11567202)

Date: February 17, 2018, 6:12:26 PM

AMZ-BRY000783

GC Ex. 11

Acknowledged by associate on November 11, 2019, 3:15:00 PM - Delivered by Deakova,Nela (deakovan)

Supportive Feedback Document Behavioral - Termination

amazon.com

Associate Name: [REDACTED]

Manager Name: AVASHIA,KAUSHAL (DB1-0715)

Created On: November 11, 2019, 3:15:00 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 11.7, you were reported to be in violation of this policy by multiple statements given to HR that were substantiated as evidence. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination. Based on the severity of the misconduct your employment will be terminated effective immediately.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Associate Signature: Acknowledged by [REDACTED]

Date: November 11, 2019, 3:15:00 PM

Manager Signature: Acknowledged by Deakova,Nela (BadgelD: 11144549)

Date: November 11, 2019, 3:15:00 PM

AMZ-BRY000784

GC Ex. 11

Acknowledged by associate on July 10, 2019, 11:21:43 AM - Delivered by AVASHIA,KAUSHAL (avashi)

Supportive Feedback Document Job Performance - Documented Positive

amazon.com

Associate Name: [REDACTED]

Manager Name: AVASHIA,KAUSHAL (DB1-0715)

Created On: July 10, 2019, 11:21:43 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

Thank you for your assistance during our family picnic day on 6/30/19. Your support is greatly appreciated by Jamie & Dana from Learning.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: July 10, 2019, 11:21:43 AM

Manager Signature: Acknowledged by AVASHIA,KAUSHAL (BadgeID: 11884514)

Date: July 10, 2019, 11:21:43 AM

AMZ-BRY000785

GC Ex. 11

Acknowledged by associate on January 30, 2019, 6:12:46 AM - Delivered by Sharma,Priyanka (shpriya)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Sharma,Priyanka (DB1-0715)
Created On: January 30, 2019, 6:12:46 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Pack - Lev/Autofold	SmartPac ItemPacked Total EACH	Level 3	4.94	2361	478.39	325	147.2	163.55	N
Pack Singles	Slam At Pack ItemPacked Total EACH	Level 3	0.1	4	39.78	140	28.41	31.57	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
January 09, 2019, 5:00:00 AM	2365	5	470	144.83	160.92	N
January 02, 2019, 5:00:00 AM	0	0	0	0	0	Y
December 26, 2018, 5:00:00 AM	3002	9	346	111.77	128.54	N
December 19, 2018, 5:00:00 AM	1042	15	70	48.38	56.92	N
December 12, 2018, 5:00:00 AM	0	0	0	0	0	Y
December 05, 2018, 5:00:00 AM	0	0	0	0	0	Y

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 30, 2019, 6:12:46 AM

Manager Signature: Acknowledged by Sharma,Priyanka (BadgeID: 12316237)

Date: January 30, 2019, 6:12:46 AM

AMZ-BRY000786

GC EX. 11

AMAZON.COM, INC.**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

GC EX. 11

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

GC EX. 11

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

GC EX. 11

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.


AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

DocuSigned by:

Signature: 16A716CD067846D...

Name: 

Date: 10/17/2017



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013

GC Ex. 11



11/12/2019



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services, Inc. is November 12, 2019.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources



AMZ-BRY000793

GC EX. 11



10/17/2017

Amazon.com.dedc, LLC
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com.dedc, LLC (the "Company"), I am very pleased to offer you the Reduced Time (30-39 hours) position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company. You will be working a Reduced Time (30-39 hours) schedule.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on October 17, 2017 ("Start Date"). You will ordinarily be scheduled to work 30 hours per seven-day week. Your salary will be \$13.35 per hour, (\$20,826.00 annualized based on 1,560 hours per year) and a \$1.00 per hour Shift Differential (\$1,560.00 annualized based on 1,560 hours per year), payable Bi-weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 2 shares of Amazon.com, Inc. common stock. Subject to your continued employment with the Company, this award will vest and convert into shares of common stock on the 15th day of the month in which you reach your second anniversary of employment.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2018. Ordinarily this process occurs each April.



AMZ-BRY000794

Department Managerland Shift

Department: 1299040 LGA9 USA Amazon.com.dedc, LLC

Manager: Harry Smith

Shift Pattern: FC Thur-Sat 12 hr 1800

Your shift or schedule may change in the future. Based on business need, Amazon.com.dedc, LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Variable Compensation Pay (VCP)

If you work in a fulfillment center you may be eligible for Variable Pay, a bonus based upon personal and site performance criteria at your location.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

AMZ-BRY000795

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████████, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Harry Smith

ACCEPTANCE

I accept employment with Amazon.com.dedc, LLC under the terms set forth in this letter.

DocuSigned by:

██████████

16A716CD957846B...

Signature

10/17/2017

Date



AMZ-BRY000796

GC Ex. 12

Employee ID	Employee Name	Employee Login	Employment Status	Employment Type	Manager Name	Manager Login	Manager ID	Warehouse	Data Source	Type	Status	Level	Created Date	Created By	Updated By	Feedback Updated Date	Delivered By
		colorich	Active	R	Qorja,Endri	qxendri	100985950	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-11-12T23:36:50.524Z,157360180524	grshtyle	jerehuff	2019-11-12T23:39:51.150Z,1573601991150	jerehuff
		brybell	Active	R	Barker,Maura Theresa	barmaura	102020250	JFK8	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2018-11-27T03:32:15.383Z,1543289535383	tfcol	bmmontz	2018-11-27T06:17:22.368Z,1543299442368	bmmontz
		hubbany	Active	R	Timo,Jayne M.	timojayn	103430955	JFK8	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2019-06-01T05:34:41.204Z,1558367281204	shalanna	timojayn	2019-06-03T07:10:27.088Z,1558373027089	timojayn
		mlanconm	Active	R	Anderson,Carol Marie Gleason	ndicaro	103299090	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-08-27T22:53:37.212Z,1566946417212	miholgu	miholgu	2019-08-28T21:19:53.647Z,156707793647	miholgu
		frusci	Active	R	Chen,Calvin	calchen	103269145	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2020-02-04T16:36:17.835Z,1580834177835	mirabah	jerehuff	2020-02-04T20:58:09.412Z,158084988412	jerehuff
		maurabake	Active	R	Norton Sr,Michael	nortonmi	101192786	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2020-01-04T03:52:41.288Z,1578109961288	ksaniul	nortonmi	2020-01-04T04:17:03.763Z,1578111423763	nortonmi
		canig	Active	R	Lee,Kevin C	mznkl	103298092	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-08-14T01:25:09.221Z,156574909221	chernd	mznkl	2019-08-14T01:30:41.428Z,1565746241428	mznkl
		gerc	Active	R	Aveshia,Kaushal	aveshi	103790657	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-11-11T20:14:41.555Z,1573503281555	deakovan	deakovan	2019-11-11T20:15:03.771Z,1573503301771	deakovan
		maisejps	Active	R	Groho,Olivia Erin	groho	104235407	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2020-03-09T14:40:23.228Z,1581764823228	mirabah	groho	2020-03-09T20:03:18.837Z,1581784188837	groho
		adeakeem	Active	R	Wong,Douglas	wongdoug	101296722	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-06-23T05:25:35.666Z,1561267535666	shalanna	wongdoug	2019-06-23T08:07:44.014Z,1561277264014	wongdoug
		emmanuflr	Active	R	Norton Sr,Michael	nortonmi	101192786	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-09-22T01:01:35.742Z,1569114095742	shalanna	nortonmi	2019-09-22T01:14:41.523Z,1569114883523	nortonmi
		taurealf	Active	R	Dibrandino,Joseph Michael	dbjerj	103301632	JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2018-11-27T01:29:26.278Z,1543282166278	tanelm	tanelm	2018-11-27T01:31:53.541Z,1543282313541	tanelm

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schiano	Active	R	Lee,Kevin C	mznkl	103299097 JFK	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2018-11-13T22:25:08.273Z,1542147908233	cleez	cleez	2018-11-13T22:26:19.253Z,1542147979253	cleez
colorch	Active	R	Cohn,Zachary	zachohn	101277150 JFK	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2019-02-01T23:42:27.114Z,1540064547114	ajimene	zachohn	2019-02-07T15:57:26.270Z,154955046270	zachohn
nyavez	Active	R	Gazeth,Sydney Rose	gazets	105182251 JFK	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-11-11T22:36:49.865Z,1573511808865	deakovan	gazets	2019-11-19T18:07:58.212Z,1574186878212	gazets
mttaffee	Active	R	Fitzgerald,Meghan	meghaf	100898565 JFK	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2019-09-11T18:45:56.620Z,1568227556620	grabyle	meghaf	2019-09-11T19:59:10.716Z,15682312950716	meghaf
afigaro	Active	R	Huff,Jeremy	jerehuff	100288535 JFK	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2018-12-18T22:30:30.160Z,1545172230160	Grabyle	jerehuff	2018-12-18T22:35:40.689Z,1545172540689	jerehuff
baltan]	Active	R	Wong,Douglas	wongdoug	101296722 JFK	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2020-02-01T01:49:58.418Z,1580521798418	cjmesma	wongdoug	2020-02-03T02:14:20.188Z,1580521260388	wongdoug
mianomm	Active	R	Goussev,Madmir	goussev	101052616 JFK	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2018-11-25T23:39:25.348Z,1543189165348	shaianna	goussev	2018-11-26T12:48:11.594Z,15432364891594	goussev
edchanel	Active	R	Andrews,Phillip Brian	phndrew	103299097 JFK	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2018-11-27T00:19:22.971Z,1543277962971	ajimene	ajimene	2018-11-27T00:19:31.465Z,1543277973465	ajimene
smiedar	Active	R	Kimani,Kelvin	kimanik	100068741 JFK	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-09-09T14:52:29.192Z,1568040749192	cleez	cleez	2019-09-09T15:10:48.255Z,1568041848255	cleez
nuthwent	Active	R	Anderson,Carol Marie Gleason	ndicaro	103299090 JFK	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2018-11-24T01:55:42.663Z,1543024542663	mihholgu	mihholgu	2018-11-24T02:12:13.695Z,1543025533695	mihholgu
ppinei	Active	R	Yoffe,Kaylee	kayleey	101277123 JFK	ADAPT	BEHAVIORAL	COMPLETED	FINAL_WRITTEN_WARNING	2018-11-28T12:14:03.094Z,1543407243094	shaianna	shaianna	2018-11-28T12:16:48.431Z,1543407408431	shaianna

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wettst	Active	R	Sharma,Priyanka	shprya	102355400 JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2019-07-06T14:59:16.407Z,1562421156407	mholga	tanelm	2019-07-08T15:45:47.241Z,1563422947241	tanelm
provesti	Active	R	Huff,Jeremy	jrehuff	100288335 JFK8	ADAPT	BEHAVIORAL	COMPLETED	VERBAL_COACHING	2019-01-15T18:05:12.296Z,1547575912296	chord	jrehuff	2019-01-15T18:37:52.315Z,1547577472315	jrehuff
cruebin	Active	R	Campos,Krystal	camposkr	102069766 JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2020-01-04T06:01:32.906Z,1578117692906	ksamil	camposkr	2020-01-04T06:23:49.656Z,1578119029656	camposkr
mttafee	Active	R	Fitzgerald,Meghan	meghaf	100898565 JFK8	ADAPT	BEHAVIORAL	COMPLETED	TERMINATION	2020-01-15T15:58:20.066Z,1579503900066	mirabuh	meghaf	2020-01-21T20:44:42.631Z,1579639482631	meghaf

AMZ-BRY000190

GC Ex. 12

Delivered Date	Finalized By	Finalized Date	Comment	Area Of Improvement	Details	Date Range
2019-11-12T23:39:51.149Z,1573601991149	graliye	2019-11-12T23:36:50.518Z,1573601810519	Amazon is committed to providing a work environment that promotes the health, safety, and productivity of its associates. Associates are expected to treat each other, contractors, customers, and visitors with courtesy and professionalism. Amazon will not tolerate abusive, vulgar, or harassing language or behavior. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. This feedback has resulted in separation of employment.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Standards of Conduct. Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor is prohibited and classified as a Category 2 violation of the Standards of Conduct. It was found that on 11/2/2019, you interacted with a fellow associate who utilized vulgar language and aggressive body language." "Incident Date": "1573601880007"]	
2018-11-27T06:17:22.367Z,154329442367	trikol	2018-11-27T03:32:15.375Z,1543289535375	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 11/2/2019, you were reported to be in violation of this policy by making comments regarding other sexual orientation. These comments include you connecting child molestation to homosexuality offending your co-workers. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1543289280000"]	
2019-06-01T07:10:27.088Z,1559373027088	shaiama	2019-06-01T05:31:41.196Z,1559367281196	Areas of Improvement: All associates, regardless of position, are responsible for ensuring that our workplace is free from offensive behavior and harassment. All associates must avoid any conduct that may be perceived as offensive and/or harassing. Going forward, your language and actions are expected to be professional, without the use of profanity and appropriate for the workplace. Failure to comply with these expectations may result in additional disciplinary action up to and including termination of employment.		["Incident Type": "BehaviorIncident", "Incident Details": "Details of Concern: On 5/16/19, we became aware of several separate occasions in which you made inappropriate comments to other associates by referencing their skin tone, and making unwanted advances. A seek to understand conversation took place to which you admitted and confirmed the alleged comments. During the course of the investigation, it was found that on several occasions you have made other associates feel uncomfortable with your actions. The complainants asked you to stop the behavior, to which you did not comply. These actions were confirmed by several individuals. This behavior is considered a Category 2 offense as listed in The Amazon's Manual and results in corrective action for Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor. Due to this violation, you are being issued a First Written Warning." "Incident Date": "1559362600007"]	
2019-08-28T12:15:03.647Z,15670270193647	mihajku	2019-08-27T22:53:37.266Z,156646417266	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 8/27/2019, you were reported to be in violation of this policy by touching a female associate chest area when it was not welcomed. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1566464000007"]	
2020-02-04T20:58:09.412Z,1580649889412	mirabah	2020-02-04T16:36:17.829Z,1580634177829	The Standards of Conduct strive to establish a collaborative, non-hostile work environment. The acts of inappropriate behavior creates a hostile atmosphere and may offend others. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. Continued violation of this policy may result in further corrective action, up to and including termination.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 2/21/20, you were reported to be in violation of this policy by creating and distributing harassing materials. Harassment is unwanted conduct that affects one's dignity at work. It is personally offensive and creates an intimidating, hostile, degrading, humiliating or offensive work environment. Harassment can be verbal or non-verbal. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "158063418000007"]	
2020-01-04T04:17:03.762Z,157811143762	kisamil	2020-01-04T03:51:42.822Z,1578109961822	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are now proceeding with a separation of employment with Amazon effective immediately.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 12/29/2019, you were reported to be in violation of this policy by you were observed to be going to a private place on the FC with another associate and engage in inappropriate sexual workplace behavior such as being groped on. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1579209800000"]	
2019-08-14T01:30:41.428Z,1565746241428	chemd	2019-08-14T01:25:09.224Z,1565745809214	The Standards of Conduct strive to establish a collaborative, non-hostile work environment. The acts of inappropriate behavior creates a hostile atmosphere and may offend others. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. As a result of the findings of this investigation, this will result in a separation of your employment.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On Wednesday, July 24, 2019, you were reported to have exhibited inappropriate behavior that involved unwanted physical contact towards one of your female coworkers. During the seek to understand, you admitted to physical contact with other associates that could be perceived as inappropriate, and in further investigation, it was confirmed that you exhibited these inappropriate behaviors towards other female associates as well. These behaviors are considered category 2 violations of Amazon's Standards of Conduct, specifically unwelcome behavior." "Incident Date": "156574584000007"]	
2019-11-11T20:15:01.770Z,1573503021770	deukvoen	2019-11-11T20:14:42.548Z,157350281548	You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination. Based on the severity of the misconduct your employment will be terminated effective immediately.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 11/7, you were reported to be in violation of this policy by multiple statements given to HR that were substantiated as evidence. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "157350294000007"]	
2020-03-09T20:18:03.837Z,1583764198837	mirabah	2020-03-09T14:40:23.221Z,1583764823221	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. This violation has resulted in immediate termination of employment.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. You were reported to be in violation of this policy by grabbing another associate by the waist and making sexually explicit comments. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1583764800000"]	
2019-06-23T08:07:44.014Z,1561276726014	shaiama	2019-06-23T05:25:35.659Z,1561267335659	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 6/8/2019, you were reported to be in violation of this policy by making an unwanted physical advance to another associate in addition to asking for the same associates number twice; after they told you no the first time. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1559718000000"]	
2019-09-22T01:14:43.523Z,1569114883523	shaiama	2019-09-22T01:01:35.735Z,1569114095735	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 9/21/2019, you were reported to be in violation of this policy by engaging in unwanted physical contact that was done without consent. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1569113880000"]	
2018-11-27T01:31:53.540Z,1543282313540	tarellm	2018-11-27T01:26:26Z,1543282166268	Amazon.com is committed to providing a safe and harassment-free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct, which results in a termination.		["Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 11/29/18, you were reported to be in violation of this policy by harassing another associate and telling him to "fuck my dick". Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1543281720000"]	

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Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct.					<p>"Incident Type": "BehaviorIncident"; "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 11/12, you were reported to be in violation of this policy by placing a 'Threaten duty' sticker on another female's right thigh. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1542147600000"</p>
2018-11-13T12:26:19.263Z;1542147600000	clear	2018-11-13T12:26:08.212Z;1542147600000			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "On 1/18/19, you directed inappropriate language toward a group of Tier 1 associates. There were four witnesses that came forward to state that you used inappropriate language on 1/18 at approximately 3:00 PM. It was alleged that you said 'I could remove you from the fucking dock or this building and you better shut the fuck up about the rumor.' A task to understand conversation/investigation was conducted to which you admitted that in your emotional state you 'may have used words that could have been better words.' This behavior is considered a Category 2 offense as listed in the Owner's Manual and results in corrective action for: Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor. It also falls under the Category 1 Offense of: Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates. As a Process Assistant and leader in the building, there are high expectations for professional behavior and maintaining confidentiality." "Incident Date": "1547820000000"</p>
2019-02-07T15:57:36.270Z;1549555046270	ajimee	2019-02-03T12:42:27.107Z;1549064547107			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "Workplace harassment prohibited under this policy is not limited to sexual harassment. Statements or actions that offend or demean an individual based on his/her race, religion, creed, color, national origin, citizenship, marital status, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities are also inappropriate and are strictly prohibited. On 12/15 has been reported that you used derogatory terms when addressing other AAU0027 while having an outburst of anger." "Incident Date": "1573510500000"</p>
2019-11-19T18:07:58.212Z;1574188678212	deakoon	2019-11-11T12:36:49.858Z;1578511809858			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. You were found to be in violation of this policy by using chime on July 30th to send inappropriate comments to another associate. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1568274400000"</p>
2019-09-11T19:59:10.716Z;1568231507016	grabyle	2019-09-11T18:45:56.633Z;156827556613			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "The following feedback pertains to Amazon's Standards of Conduct as a Category 2 violation of the Standards of Conduct. On 12/16/2018 you placed damaged items from night shift in an area at the start of shift and left a note on it stating 'Night shift damages need to be processed thanks day shift for being our B!tch.' 'I'. Then leaving the note visible in the problem solve area of RFE2 when you walked away." "Incident Date": "1545171240000"</p>
2018-12-18T12:35:40.688Z;1545172540689	Grabyle	2018-12-18T12:30:30.158Z;1545172230153			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On January 31, 2020, you were admitted to be in violation of this policy by touching a female associate's breast. Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1585213200000"</p>
2020-02-01T10:14:20.187Z;158052360187	cjmesma	2020-02-01T01:49:58.412Z;1580521798412			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "At Amazon.com, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status. One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate; or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. Examples of sexual harassment include, but are not limited to: lewd sexual jokes or use of sexually explicit language; lewd sexual comments injected into business communications; sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1545171240000"</p>
2018-11-26T12:48:11.594Z;1543236491594	shaiama	2018-11-25T12:39:29.397Z;1543189165397			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "At Amazon.com, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status. One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate; or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. Examples of sexual harassment include, but are not limited to: lewd sexual jokes or use of sexually explicit language; lewd sexual comments injected into business communications; sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1543236491594"</p>
2018-11-27T00:19:33.464Z;1543277973464	ajimee	2018-11-27T00:19:22.965Z;1543277962965			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "On 11/26 at about 11:40 AM, you had an altercation with another associate in Pack Singles. The situation began when you and the other associates were getting full tubes to give work to other associates in your area. Upon investigating the situation and speaking to relevant parties, we were told that you used vulgar and harassing language while the aggressor after he pushed you. Although you did not put your hands on him, you said 'don't touch me' and 'you fucking hands on me.' 'fucking hurt you.' " "Incident Date": "1543280000000"</p>
2019-09-09T15:18:48.254Z;1568041848254	clear	2019-09-09T14:52:29.187Z;1568040749187			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. In August (specific date unknown), you were reported to be in violation of this policy by telling your PA, Charlie Gonzalez to 'fuck my dick' in front of other tier 1 associates. During the STU, you admitted on your statement 'I was getting mad and I didn't know what was going on so in the heat of the moment I said that to his face.' 'fucking fuck me as dick for all I care.' 'I didn't say sorry to him 5 mins later.' In addition, there were complaints that you blow kisses to your peers and telling them that you loved them. During the STU, you admitted to 'I tell people that I love them and blow them kisses as a joke.' Examples of sexual harassment include, but are not limited to, lewd sexual jokes or use of sexually explicit language and lewd sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1568040800000"</p>
2018-11-24T02:16:13.692Z;154205333695	mhholga	2018-11-24T01:55:42.682Z;154205333695			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "On 11/09/2018, it was reported to HR an incident that happened between you and [REDACTED]. After talking to you about the incident you admitted to responding with derogatory language, specifically using the 'N' word. This behavior is considered a violation of the Code of Business Conduct and Ethics and results in corrective action for: Discrimination and Harassment." "Incident Date": "1542148200000"</p>
2018-11-28T12:16:48.431Z;1543407408431	shaiama	2018-11-28T12:14:03.451Z;1543407408431			<p>"Incident Type": "BehaviorIncident"; "Incident Details": "On 11/14/2018, you were found to be in violation of Amazon's Workplace Harassment policy. At Amazon.com, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status. One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate; or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. Examples of sexual harassment include, but are not limited to: lewd sexual jokes or use of sexually explicit language; lewd sexual comments injected into business communications; sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace." "Incident Date": "1543201720000"</p>

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2019-07-06T15:45:47.241Z,241Z,1562427947241	mhholgu	2019-07-06T14:59:16.400Z,1562425156400	<p>violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct.</p> <p>You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.</p>	<p>"Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 6/2/2019, you were in violation of this policy by approaching two associates in regards to Amazon products being packaged and making inappropriate remarks. Namely by making welcomed suggestions regarding the product and its usage by the associates. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.", "Incident Date": "1559487480000")</p>
2019-01-15T18:37:52.314Z,154757472314	chemd	2019-01-15T18:05:12.290Z,1547575112290	<p>Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct.</p> <p>You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.</p>	<p>"Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 11/21/2018, you were reported to be in violation of this policy by allegedly bumping into another associate and making them feel uncomfortable. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.", "Incident Date": "1547573380000")</p>
2020-01-04T06:23:49.655Z,1578119026655	kasmil	2020-01-04T06:01:32.890Z,1578117692890	<p>Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are now proceeding with a separation of employment with Amazon effective immediately.</p>	<p>"Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 12/29/2019, you were reported to be in violation of this policy by you were observed to be going to a private place on the FC with another associate and engage in inappropriate sexual workplace behavior such as grinded on another as. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.", "Incident Date": "1578117540000")</p>
2020-01-21T20:44:42.631Z,1579039482631	mirabah	2020-01-15T15:58:20.081Z,1579103900081	<p>Amazon.com is committed to providing a safe and harassment free workplace environment. Sexual harassment is specifically prohibited by this policy. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. This behavior is a violation of Amazon's Harassment policy and is a Category 1 violation of Amazon's Standards of Conduct. As a result, your employment is hereby being separated with Amazon.</p>	<p>"Incident Type": "BehaviorIncident", "Incident Details": "The following feedback pertains to Amazon's Workplace Harassment policy. On 12/08/2019, you were reported to be in violation of this policy through unwelcome requests of inappropriate consent from another associate. The investigative conclusion determined that you were in continued violation of this policy. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language. Sexually degrading words used to describe an individual and unwelcome sexual flirtations, advances, or propositions. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace. Amazon does not tolerate inappropriate conduct including harassment of any kind.", "Incident Date": "1578205060000")</p>

AMZ-BRY000193

GC Ex. 12

Paid Hours	Percent to Curve	Percent to Goal	Units Processed	UPH	UPT Balance	Points Balance	Balance Date	Incident Details	Incident Date	Incident Type	Exempted Date	Exempted By	Exemption Reason Type ID
								The following feedback pertains to Amazon's Standards of Conduct. Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor is prohibited and classified as a Category 2 violation of the Standards of Conduct. It was found that on 11/17/2019 in your interaction with a fellow associate you utilized vulgar language and aggressive body language.	2019-11-12T23:33:00:000Z,1573601580000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 11/25/2018, you were reported to be in violation of this policy by making comments regarding others sexual orientation. These comments include you connecting child molestation to homosexuality offending your co-workers. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2018-11-27T03:28:00:000Z,1543289280000	BehaviorIncident			
								Details of Concern: On 3/16/19, we became aware of several separate occasions in which you made inappropriate comments to other associates by referencing their skin tone, and making unwanted advances. A week to understand conversation took place to which you admitted and confirmed the alleged comments. During the course of the investigation, it was found that on several occasions you have made other associates feel uncomfortable with your actions. The complainants asked you to stop the behavior, to which you did not comply. These actions were confirmed by several individuals. This behavior is considered a Category 2 Offense as listed in The Amazon Manual and results in corrective action for Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor. Due to this violation, you are being issued a Final Written Warning.	2019-06-01T05:01:00:000Z,1559365260000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 8/27/2019, you were reported to be in violation of this policy by touching a female associate chest area when it was not welcomed. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2019-08-27T21:11:00:000Z,1566940260000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 1/21/19, you were reported to be in violation of this policy by creating and distributing harassing materials. Harassment is unwanted conduct that affects one's dignity at work. It is personally offensive and creates an intimidating, hostile, degrading, humiliating or offensive work environment. Harassment can be verbal or non-verbal. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2020-02-04T16:35:00:000Z,1580834100000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 12/29/2019, you were reported to be in violation of this policy by you were observed to be going to a private place on the FC with another associate and engage in inappropriate sexual workplace behavior such as being grinded on. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2020-01-04T03:38:00:000Z,1578109080000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On Wednesday, July 24, 2019, you were reported to have exhibited inappropriate behavior that involved unwanted physical contact towards one of your female coworkers. During the week to understand, you admitted to physical contact with other associates that could be perceived as inappropriate, and in further investigation, it was confirmed that you exhibited these inappropriate behaviors towards other female associates as well. These behaviors are considered category 1 violations of Amazon's Standards of Conduct, specifically unwelcome behavior.	2019-08-14T01:24:00:000Z,1565745840000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 11-7, you were reported to be in violation of this policy by multiple statements given to HR that were substantiated as evidence. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2019-11-11T20:09:00:000Z,1575502940000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. You were reported to be in violation of this policy by grabbing another associate by the waist and making sexually explicit comments. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2020-03-09T14:38:00:000Z,1581764680000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 6/08/2019, you were reported to be in violation of this policy by making an unwanted physical advance to another associate in addition to asking for the same associates number twice after they told you no the first time. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2019-06-08T05:20:00:000Z,1559971200000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 10/21/2019, you were reported to be in violation of this policy by engaging in unwanted physical contact that was done without consent. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2019-09-22T00:58:00:000Z,1569113880000	BehaviorIncident			
								The following feedback pertains to Amazon's Workplace Harassment policy. On 11/25/18, you were reported to be in violation of this policy by harassing another associate and telling him to "suck my dick". Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.	2018-11-27T01:22:00:000Z,1545281720000	BehaviorIncident			

AMZ-BRY000194

<p>The following feedback pertains to Amazon's Workplace Harassment policy. On 11/12, you were reported to be in violation of this policy by placing a "heavy duty" sticker on another female's right thigh. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2018-11-13T22:20:00.000Z;1547147600000	Behavior Incident
<p>On 1/18/19, you directed inappropriate language toward a group of Tier 1 associates. There were four witnesses that came forward to state that you used inappropriate language on 1/18 at approximately 3:00 PM. It was alleged that you said "I could remove you from the fucking dock or this building and you better shut the fuck up about the rumor." A week to understand conversation/investigation was conducted to which you admitted that in your emotional state you "may have used words that could have been better worded." This behavior is considered a Category 2 offense as listed in "The Owner's Manual and results in corrective action for: Abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor. It also falls under the Category 1 Offense of: Assaulting, threatening, intimidating, coercing, or interfering with supervisors or fellow associates. As a Process Assistant and leader in the building, there are high expectations for professional behavior and maintaining confidentiality.</p>	2019-01-18T14:00:00.000Z;1547820000000	Behavior Incident
<p>Workplace harassment prohibited under this policy is not limited to sexual harassment. Statements or actions that offend or demean an individual based on his/her race, religion, creed, color, national origin, citizenship, marital status, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities are also inappropriate and are strictly prohibited. On 11/2 it has been reported that you used derogatory terms when addressing other AAs while having an outburst of anger.</p>	2019-11-11T22:15:00.000Z;1579510500000	Behavior Incident
<p>The following feedback pertains to Amazon's Workplace Harassment policy. You were found to be in violation of this policy by using chime on July 30th to send inappropriate comments to another associate. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2019-09-11T18:44:00.000Z;1568227400000	Behavior Incident
<p>The following feedback pertains to Amazon's Standards of Conduct as a Category 2 violation of the Standards of Conduct. The policy classifies abusive, vulgar, or harassing language to a supervisor, fellow associate, or vendor as a Category 2 violation of the Standards of Conduct. On 12/16/2018 you placed damaged items from night shift in an area at the start of shift and left a note on it stating "night shift damages need to be processed thanks day shift for being our B****". Then leaving the note visible in the problem solve area of AFEZ when you walked away.</p>	2018-12-18T22:14:00.000Z;1545171240000	Behavior Incident
<p>The following feedback pertains to Amazon's Workplace Harassment policy. On January 31, 2020, you were admitted to be in violation of this policy by touching a female associate's breast. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2020-02-01T01:42:00.000Z;1580521320000	Behavior Incident
<p>At Amazon.com, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status. One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate; or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. Examples of sexual harassment include, but are not limited to: sexual jokes or use of sexually explicit language</p>	2018-11-13T23:37:00.000Z;1542152210000	Behavior Incident
<p>On 11/26 at about 11:40 AM, you had an altercation with another associate in Pack Singles. The situation began when you and the other associates were getting full totes to give work to other associates in your area. Upon investigating the situation and speaking to relevant parties, we were told that you used vulgar and harassing language with the aggressor after he pushed you. Although you did not put your hands on him, you said "don't put your fucking hands on me, I'm fucking hurt you."</p>	2018-11-26T16:00:00.000Z;1543248000000	Behavior Incident
<p>The following feedback pertains to Amazon's Workplace Harassment policy. In August (specific date unknown), you were reported to be in violation of this policy by telling your PA, Charlie Gonzalez to "suck my dick" in front of other tier 1 associates. During the STU, you admitted on your statement "I was getting mad and I didn't know what was going on so in the heat of the moment I said (not to his face) 'Charlie can suck my dick for all I care' but I did say sorry to him 5 mins later." In addition, there were complaints that you blow kisses to your peers and telling them that you loved them. During the STU, you admitted to "telling people that I love them and blow them kisses as a joke." Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2019-09-09T14:48:00.000Z;1568040400000	Behavior Incident
<p>On 11/09/2018, it was reported to HR an incident that happened between you and Trevon Warren. After talking to you about the incident you admitted to responding with derogatory language, specifically using the [N] word. This behavior is considered a violation of the Code of Business Conducts and Ethics and results in corrective action for: Discrimination and Harassment</p>	2018-11-09T07:27:00.000Z;1543748420000	Behavior Incident
<p>On 11/14/2018, you were found to be in violation of Amazon's workplace Harassment policy. At Amazon.com, we believe that our associates should be treated with respect and dignity. Therefore, we will not tolerate inappropriate conduct, including discriminatory harassment, of any kind based on race, religion, creed, color, national origin, citizenship, marital status, sex, age, sexual orientation, gender identity, veteran status, political ideology, ancestry, or the presence of any physical, sensory, or mental disabilities, or other legally protected status. One type of harassment prohibited by this policy is sexual harassment. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to or rejection of such conduct is the basis for employment decisions affecting an applicant or associate; or (2) such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. Examples of sexual harassment include, but are not limited to: requests or demands of sexual favors in exchange for favorable or preferential treatment; sexual jokes or use of sexually explicit language; unwelcome or unwanted physical contact;</p>	2018-11-14T13:22:00.000Z;1542201720000	Behavior Incident

<p>The following feedback pertains to Amazon's Workplace Harassment policy. On 6/2/2019, you were in violation of this policy by approaching two associates in regards to Amazon products being packaged and making inappropriate remarks. Namely by making welcomed suggestions regarding the product and its usage by the associates. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2019-06-02T14:58:00.000Z;1559487480000	BehaviorIncident
<p>The following feedback pertains to Amazon's Workplace Harassment policy. On 11/21/2018, you were reported to be in violation of this policy by allegedly bumping into another associate and making them feel uncomfortable. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2019-01-15T18:09:00.000Z;1547575380000	BehaviorIncident
<p>The following feedback pertains to Amazon's Workplace Harassment policy. On 12/29/2019, you were reported to be in violation of this policy by you were observed to be going to a private place on the FC with another associate and engage in inappropriate sexual workplace behavior such as grinding on another aa. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language and sexual comments injected into business communications. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.</p>	2020-01-04T05:59:00.000Z;1578117540000	BehaviorIncident
<p>The following feedback pertains to Amazon's Workplace Harassment policy. On 12/09/2019, you were reported to be in violation of this policy through unwelcome requests of inappropriate content from another associate. The investigative conclusion determined that you were in continued violation of this policy. Examples of sexual harassment include, but are not limited to, sexual jokes or use of sexually explicit language, sexually degrading words used to describe an individual, unwelcome sexual flirtations, advances, or propositions. Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace. Amazon does not tolerate inappropriate conduct including harassment of any kind.</p>	2019-12-08T15:56:00.000Z;1575820560000	BehaviorIncident

GC Ex. 12

Exemption Comment Overridden Date Overridden By Override Reason Type ID Override Comment

AMZ-BRY000197

Acknowledged by associate on November 09, 2018, 11:10:58 PM - Delivered by DiBerardino,Joe (diberj)

Supportive Feedback Document Quality Trend - Documented Coaching



Associate Name: [REDACTED]
Manager Name: DiBerardino,Joe (RT884-1)
Created On: November 09, 2018, 11:10:58 PM

Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns * Expected DPMO is per error family and not per error type

You have not met Quality expectations 1 out of the last 6 weeks. See the Trend section below for further details.

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*	Minimum Units	Is Excluded
Stow	Overage	1	1	1	1	1
Stow	Shortage	1	1	1	1	1

Error Listing * Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
October 27, 2018, 9:31:00 PM	Stow	Shortage	[REDACTED]
October 27, 2018, 9:22:25 PM	Stow	Overage	[REDACTED]
October 27, 2018, 5:44:16 AM	Stow	Shortage	[REDACTED]
October 27, 2018, 5:26:27 AM	Stow	Shortage	[REDACTED]
October 27, 2018, 12:40:33 AM	Stow	Shortage	[REDACTED]
October 27, 2018, 12:39:16 AM	Stow	Shortage	[REDACTED]
October 26, 2018, 10:33:48 PM	Stow	Shortage	[REDACTED]
October 26, 2018, 10:33:14 PM	Stow	Overage	[REDACTED]
			[REDACTED]

AMZ-BRY001458

October 26, 2018, 9:50:41 PM	Stow	Shortage	[REDACTED]
October 26, 2018, 9:38:19 PM	Stow	Overage	[REDACTED]
October 26, 2018, 9:09:52 PM	Stow	Overage	[REDACTED]
October 26, 2018, 6:49:08 PM	Stow	Overage	[REDACTED]
October 26, 2018, 6:11:43 PM	Stow	Shortage	[REDACTED]
October 26, 2018, 3:30:12 AM	Stow	Shortage	[REDACTED]
October 26, 2018, 1:12:34 AM	Stow	Shortage	[REDACTED]
October 26, 2018, 12:44:11 AM	Stow	Shortage	[REDACTED]

Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
October 24, 2018	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that If an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

Associate Comments

AA will be receiving retrain today.

Associate Signature: Acknowledged by [REDACTED]

Date: November 09, 2018, 11:10:58 PM

Manager Signature: Acknowledged by DiBerardino, Joe (BadgeID: 11228579)

Date: November 09, 2018, 11:10:58 PM

AMZ-BRY001459



11/27/2018



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com.dedc, LLC is November 27, 2018.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources



Acknowledged by associate on November 26, 2018, 8:31:52 PM - Delivered by Tanelli,Michael (tanellm)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: DiBerardino,Joe (RT884-1)
Created On: November 26, 2018, 8:31:52 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 11/25/18, you were reported to be in violation of this policy by harassing another associate and telling him to "suck my dick". Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct, which results in a termination.

Associate Comments

[REDACTED]

Associate Signature: Acknowledged by [REDACTED]

Date: November 26, 2018, 8:31:52 PM

Manager Signature: Acknowledged by Tanelli,Michael (BadgelD: 12161900)

Date: November 26, 2018, 8:31:52 PM

AMZ-BRY001461



11/13/2018



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com.dedc, LLC is November 14, 2018.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources



AMZ-BRY001396

Acknowledged by associate on November 13, 2018, 5:26:17 PM - Delivered by Lee,Christie (cleez)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Lee, Kevin (DA5-0715)
Created On: November 13, 2018, 5:26:17 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 11/12, you were reported to be in violation of this policy by placing a "heavy duty" sticker on another female's right thigh. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.

Associate Comments

terminated over phone 11.13.18 at 5:20pm. AA acknowledged and said "okay, thank you for your time"

Associate Signature: Acknowledged by [REDACTED]

Date: November 13, 2018, 5:26:17 PM

Manager Signature: Acknowledged by Lee, Christie (BadgeID: 11618930)

Date: November 13, 2018, 5:26:17 PM

AMZ-BRY001397

Refused to sign by associate on July 06, 2019, 11:45:45 AM - Delivered by Tanelli,Michael (tanellm)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Sharma,Priyanka (PT162)
Created On: July 06, 2019, 11:45:45 AM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 6/2/2019, you were in violation of this policy by approaching two associates in regards to Amazon products being packaged and making inappropriate remarks. Namely by making welcomed suggestions regarding the product and its usage by the associates. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that if an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

AA ineligible to appeal termination.

Associate Signature: [REDACTED]

Date: July 06, 2019, 11:45:45 AM

Manager Signature: Acknowledged by Tanelli,Michael (BadgeID: 12161900)

Date: July 06, 2019, 11:45:45 AM

AMZ-BRY001261

Acknowledged by associate on June 15, 2019, 8:16:57 AM - Delivered by Sharma,Priyanka (shpriya)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Sharma,Priyanka (PT162)
Created On: June 15, 2019, 8:16:57 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Positive	23	June 05, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Pack Singles	Scan Verify Large ItemPacked Medium EACH	Level 5	10.54	1008	95.56	68	140.53	140.53	N
Pack Singles	Scan Verify Large ItemPacked Small EACH	Level 5	0.59	51	85.23	52	163.91	163.91	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
June 05, 2019, 5:00:00 AM	1059	11	95	141.79	141.79	N
May 29, 2019, 5:00:00 AM	454	5	89	134.43	134.43	N
May 22, 2019, 5:00:00 AM	821	9	87	129.63	129.63	N
May 15, 2019, 5:00:00 AM	2005	25	82	122.17	122.17	N
May 08, 2019, 5:00:00 AM	921	12	78	112.76	112.76	N
May 01, 2019, 5:00:00 AM	1595	19	85	131.5	131.5	N

Associate Comments

Associate Signature: [REDACTED]

Date: June 15, 2019, 8:16:57 AM

Manager Signature: Acknowledged by Sharma,Priyanka (BadgelD: 12316237)

Date: June 15, 2019, 8:16:57 AM

AMZ-BRY001262

AMAZON.COM, INC.**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.


AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

Signature: 
F2E80A738B034F6...

Name: 

Date: 9/30/2018



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

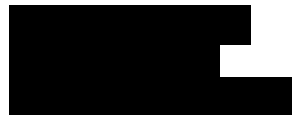
By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013



7/6/2019



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services, Inc. is July 7, 2019.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources



AMZ-BRY001269



9/22/2018

Amazon.com.dedc, LLC
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com.dedc, LLC (the "Company"), I am very pleased to offer you the Reduced Time (30-39 hours) position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company. You will be working a Reduced Time (30-39 hours) schedule.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on October 1, 2018 ("Start Date"). You will ordinarily be scheduled to work 30 hours per seven-day week. Your salary will be \$16.50 per hour, (\$25,740.00 annualized based on 1,560 hours per year) and a \$2.00 per hour Shift Differential (\$3,120.00 annualized based on 1,560 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 1 shares of Amazon.com, Inc. common stock. Subject to your continued employment with the Company, this award will vest and convert into shares of common stock on the 15th day of the month in which you reach your second anniversary of employment.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a



AMZ-BRY001270

restricted stock unit grant, based on your performance, in calendar year 2019. Ordinarily this process occurs each April.

Department, Manager and Shift

Department: 1299040 JFK8 USA FC Shipping
Manager: Sean Ginter
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com.dedc, LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Variable Compensation Pay (VCP)

If you work in a fulfillment center you may be eligible for Variable Pay, a bonus based upon personal and site performance criteria at your location.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if



AMZ-BRY001271

appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████████, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Sean Ginter
Manager II, Operations

ACCEPTANCE

I accept employment with Amazon.com.dedc, LLC under the terms set forth in this letter.

DocuSigned by:

██

Signature

9/30/2018

Date



AMZ-BRY001272

Acknowledged by associate on September 11, 2019, 3:59:09 PM - Delivered by Fitzgerald,Meghan (meghaf)

Supportive Feedback Document Behavioral - Final Written



Associate Name: [REDACTED]
Manager Name: Fitzgerald,Meghan (DA5-0715)
Created On: September 11, 2019, 3:59:09 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. You were found to be in violation of this policy by using chime on July 30th to to send inappropriate comments to another associate. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

This feedback is not able to be appealed.

Associate Signature: Acknowledged by [REDACTED]

Date: September 11, 2019, 3:59:09 PM

Manager Signature: Acknowledged by Fitzgerald,Meghan (BadgeID: 11291070)

Date: September 11, 2019, 3:59:09 PM

AMZ-BRY001215

Refused to sign by associate on January 21, 2020, 3:44:40 PM - Delivered by Fitzgerald,Meghan (meghaf)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Fitzgerald,Meghan (DE0-0800)
Created On: January 21, 2020, 3:44:41 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Final Written	1	September 11, 2019, 2:45:56 PM

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 12/08/2019, you were reported to be in violation of this policy through unwelcome requests of inappropriate content from another associate. The investigative conclusion determined that you were in continued violation of this policy. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language"; "sexually degrading words used to describe an individual" and "unwelcome sexual flirtations, advances, or propositions." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace. Amazon does not tolerate inappropriate conduct including harassment of any kind.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Sexual harassment is specifically prohibited by this policy. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. This behavior is a violation of Amazon's Harassment policy and is a Category 1 violation of Amazon's Standards of Conduct. As a result, your employment is hereby being separated with Amazon.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

i did not harassment any one on working time or in working place or using Amazon email or chime at work.

Associate Signature: [REDACTED] N

Date: January 21, 2020, 3:44:40 PM

Manager Signature: Acknowledged by Fitzgerald,Meghan (BadgeID: 11291070)

Date: January 21, 2020, 3:44:40 PM

AMZ-BRY001216

AMAZON.COM, INC.**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

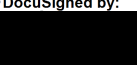
AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

DocuSigned by:

Signature: 6DEBB43671B84C4...

Name: 

Date: 11/7/2018



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.



1/21/2020



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services LLC is January 22, 2020.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources

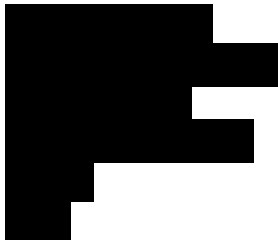


AMZ-BRY001223



11/6/2018

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on November 7, 2018 ("Start Date"). Your salary will be \$17.50 per hour, (\$36,400.00 annualized based on 2,080 hours per year) and a \$0.00 per hour Shift Differential (\$0.00 annualized based on 2,080 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1299040 JFK8 USA FC Shipping
Manager: Anthony Holiday
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information



AMZ-BRY001224

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

■, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this



AMZ-BRY001225

Sincerely,

Anthony Holiday
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.

DocuSigned by:

[Redacted Signature]

6DEBB43671B84C4

Signature

11/7/2018

Date

[Redacted Signature]



AMZ-BRY001226

CONFIDENTIAL

Acknowledged by associate on September 11, 2019, 3:59:09 PM - Delivered by Fitzgerald,Meghan (meghaf)

Supportive Feedback Document Behavioral - Final Written



Associate Name: Tawfeek,Mina Girgis (mttawfee)
Manager Name: Fitzgerald,Meghan (DA5-0715)
Created On: September 11, 2019, 3:59:09 PM



Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. You were found to be in violation of this policy by using chime on July 30th to to send inappropriate comments to another associate. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

This feedback is not able to be appealed.

Associate Signature: Acknowledged by Tawfeek,Mina Girgis (BadgelD: 12028810)

Date: September 11, 2019, 3:59:09 PM

Manager Signature: Acknowledged by Fitzgerald,Meghan (BadgelD: 11291070)

Date: September 11, 2019, 3:59:09 PM

CONFIDENTIAL

AMZ-BRY001215

CONFIDENTIAL

Refused to sign by associate on January 21, 2020, 3:44:40 PM - Delivered by Fitzgerald,Meghan (meghaf)

Supportive Feedback Document Behavioral - Termination

**Associate Name:** Tawfeek,Mina Girgis (mttawfee)**Manager Name:** Fitzgerald,Meghan (DE0-0800)**Created On:** January 21, 2020, 3:44:41 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Final Written	1	September 11, 2019, 2:45:56 PM

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On 12/08/2019, you were reported to be in violation of this policy through unwelcome requests of inappropriate content from another associate. The investigative conclusion determined that you were in continued violation of this policy. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language"; "sexually degrading words used to describe an individual" and "unwelcome sexual flirtations, advances, or propositions." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace. Amazon does not tolerate inappropriate conduct including harassment of any kind.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Sexual harassment is specifically prohibited by this policy. Sexual harassment generally consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when such conduct has the purpose or effect of creating a sexually offensive, hostile, or intimidating work environment that interferes with an individual's ability to perform the job. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. This behavior is a violation of Amazon's Harassment policy and is a Category 1 violation of Amazon's Standards of Conduct. As a result, your employment is hereby being separated with Amazon.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

i did not harassment any one on working time or in working place or using Amazon email or chime at work.

Associate Signature: Tawfeek,Mina Girgis REFUSED TO SIGN**Date:** January 21, 2020, 3:44:40 PM**Manager Signature:** Acknowledged by Fitzgerald,Meghan (BadgeID: 11291070)**Date:** January 21, 2020, 3:44:40 PM**CONFIDENTIAL****AMZ-BRY001216**

Acknowledged by associate on September 09, 2019, 11:10:46 AM - Delivered by Lee,Christie (cleez)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Kimani,Kelvin (DL4-0715)
Created On: September 09, 2019, 11:10:46 AM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Documented Coaching	1	February 10, 2019, 5:41:32 PM
Verbal Coaching	1	June 04, 2019, 3:59:20 PM

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. In August (specific date unknown), you were reported to be in violation of this policy by telling your PA, Charlie Gonzalez to "suck my dick" in front of other tier 1 associates. During the STU, you admitted on your statement "I was getting mad and I didn't know what was going on so in the heat of the moment I said (not to his face) 'Charlie can suck my dick for all I care' but I did say sorry to him 5 mins later." In addition, there were complaints that you blow kisses to your peers and telling them that you loved them. During the STU, you admitted to "I tell people that I love them and blow them kisses as a joke." Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Continued violation of this policy may result in further corrective action, up to and including termination.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

AM sierra present AA acknowledged

Associate Signature: Acknowledged by [REDACTED]

Date: September 09, 2019, 11:10:46 AM

Manager Signature: Acknowledged by Lee,Christie (BadgeID: 11618930)

Date: September 09, 2019, 11:10:46 AM

AMZ-BRY001202

Acknowledged by associate on February 17, 2019, 9:14:04 AM - Delivered by Kimani,Kelvin (kimanik)

Supportive Feedback Document

Behavioral Time Off Task - Documented Coaching



Associate Name: [REDACTED]
Manager Name: Kimani,Kelvin (DL4-0715)
Created On: February 17, 2019, 9:14:04 AM

Summary

Your recent job performance is not meeting Behavioral Time Off Task expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral time off task feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

Your recent time-on-task performance has fallen below behavioral expectations. On FHD on 2/10/19 at various points throughout your scheduled shift you were observed to be off-task for a total of 58 minutes. This number was reached by calculating all of your TOT for the day which totaled 118 minutes then subtracting 60 minutes. During a 'Seek to understand' conversation you stated that you faced the following barriers: had to use the bathroom as well as went to amcare for a few minutes and then had to wait about 10 minutes before someone answered your andon in pack singles. These behaviors are violations of Amazon's Standards of Conduct and Attendance policy. "Failure to adhere to starting time, quitting time, or break time policies, or wasting time" is considered a Category 2 violation of the Standards of Conduct.

Areas of Improvement Required by Associate

AREAS OF IMPROVEMENT Associate commitment to completing assigned tasks is critical in order to be Earth's most customer-centric company. As owners, we count on you to help achieve this mission. Your customers and teammates count on you to remain on task and complete your assigned job duties. For every scheduled ten hour shift, Amazon provides two 15 minute breaks, a 30 minute lunch period, two meetings at the start of shift and after lunch, and account for travel time between work areas. However, failure to adhere to start times, quitting times, or break time policies, as well as wasting time, will be addressed through performance management using coaching or corrective actions. This is a violation of the Amazon Standards of Conduct policy. It is important for you to understand that meeting task standards is a critical component of your job. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Further Standard of Conduct violations may result in corrective action, up to and including termination.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: February 17, 2019, 9:14:04 AM

Manager Signature: Acknowledged by Kimani,Kelvin (BadgeID: 0231292)

Date: February 17, 2019, 9:14:04 AM

AMZ-BRY001203

Acknowledged by associate on July 23, 2019, 2:42:26 PM - Delivered by Kimani,Kelvin (kimanik)

Supportive Feedback Document Job Performance - Documented Positive



Associate Name: [REDACTED]
Manager Name: Kimani,Kelvin (DL4-0715)
Created On: July 23, 2019, 2:42:26 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

Thank you for your assistance during our family picnic day on 6/30/19. Your support is greatly appreciated by Jamie & Dana from Learning.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: July 23, 2019, 2:42:26 PM

Manager Signature: Acknowledged by Kimani,Kelvin (BadgeID: 0231292)

Date: July 23, 2019, 2:42:26 PM

AMZ-BRY001204

AMAZON.COM, INC.**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

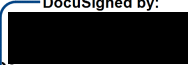
AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

DocuSigned by:

Signature: 8B0AC46676D24B7...

Name: 

Date: 10/22/2018



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013



9/9/2019



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services, Inc. is September 10, 2019.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources





10/22/2018

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on October 24, 2018 ("Start Date"). Your salary will be \$16.50 per hour, (\$34,320.00 annualized based on 2,080 hours per year) and a \$0.00 per hour Shift Differential (\$0.00 annualized based on 2,080 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 1 shares of Amazon.com, Inc. common stock. Subject to your continued employment with the Company, this award will vest and convert into shares of common stock on the 15th day of the month in which you reach your second anniversary of employment.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2019. Ordinarily this process occurs each April.



AMZ-BRY001212

Department, Manager and Shift

Department: 1299040 JFK8 USA FC Shipping

Manager: Anthony Holiday

Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Variable Compensation Pay (VCP)

If you work in a fulfillment center you may be eligible for Variable Pay, a bonus based upon personal and site performance criteria at your location.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

AMZ-BRY001213

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

[REDACTED], we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Anthony Holiday
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.

DocuSigned by:

[REDACTED]
8B0AC45575D24B7...

Signature

10/22/2018

Date



AMZ-BRY001214

Acknowledged by associate on October 25, 2019, 9:36:30 PM - Delivered by Campos,Krystal (camposkr)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]

Manager Name: Campos,Krystal (RT885-2)

Created On: October 25, 2019, 9:36:30 PM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **January 01, 2020**, Current UPT Balance is **9**, As of: **October 23, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: October 25, 2019, 9:36:30 PM

Manager Signature: Acknowledged by Campos,Krystal (BadgeID: 12023300)

Date: October 25, 2019, 9:36:30 PM

AMZ-BRY001094

Acknowledged by associate on November 16, 2019, 10:35:33 PM - Delivered by Campos,Krystal (camposkr)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]
Manager Name: Campos,Krystal (RT885-2)
Created On: November 16, 2019, 10:35:33 PM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
Notice	1	October 20, 2019, 12:00:00 AM

Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **January 01, 2020**, Current UPT Balance is 3, As of: **November 16, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: November 16, 2019, 10:35:33 PM

Manager Signature: Acknowledged by Campos,Krystal (BadgeID: 12023300)

Date: November 16, 2019, 10:35:33 PM

AMZ-BRY001095

Acknowledged by associate on January 04, 2020, 1:23:48 AM - Delivered by Campos,Krystal (camposkr)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Campos,Krystal (RT885-2)
Created On: January 04, 2020, 1:23:48 AM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On On 12/29/2019, you were reported to be in violation of this policy by you were observed to be going to a private place on the FC with another associate and engage in inappropriate sexual workplace behavior such as grinded on another aa. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are now proceeding with a separation of employment with Amazon effective immediately.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 04, 2020, 1:23:48 AM

Manager Signature: Acknowledged by Campos,Krystal (BadgeID: 12023300)

Date: January 04, 2020, 1:23:48 AM

AMZ-BRY001096

AMAZON.COM, INC.

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and [REDACTED] ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

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- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

- 3.2 Prevention of Unauthorized Release of Confidential Information.** Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

- 3.3 Confidential Information of Third Parties.** Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

- 3.4 Return of Confidential Documents.** On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

- 4.1 Non-Solicitation.** During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

- 4.2 Non-Interference.** During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

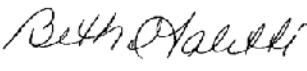
7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

8. **EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
9. **EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Senior Vice President, Human Resources

EMPLOYEE

Signature: 

Name: 

Date: Oct 7, 2019

Submit Final

All done? Click **Submit Final**Need more time? Click **Save****Draft**

Save Draft



MEAL PERIOD WAIVER AGREEMENT

Name: Date:

Sometimes, however, either for operational reasons or because of your personal wishes, you want a meal period to begin late, be shortened, or skipped. This document is an opportunity for you to waive a meal period in such circumstances. Sometimes, however, either for operational reasons or because of your personal wishes, you and the company might want a meal period to begin late, be shortened, or skipped. This document is an opportunity for you to waive your meal period entitlements in the following circumstances:

- You can waive your first meal period if your total day's work will be completed within a work period of not more than six (6) hours
- You can waive your second meal period if you took your first meal period and your total day's work will be completed within a work period of not more than twelve (12) hours

Should you decide on any particular day on which you work between five and six hours that you wish to take a first meal period notwithstanding this waiver, you are entitled to do so. Likewise, should you decide on any particular day on which you work between ten and twelve hours that you wish to take a second meal period notwithstanding this waiver, you are entitled to do so.

As you consider your choices below, please keep in mind that even if you agree to this waiver, either you or Amazon may at any time insist that you take full meal periods on time, and Amazon generally does expect associates to take full meal periods on time. Therefore, even if you agree to this waiver, you can expect to take your full meal periods most of the time.

Understanding that I am entitled to unpaid, duty-free meal period(s):

Understanding that I am entitled to unpaid, work-free meal period(s) (Only check one):



I agree to waive my duty-free meal periods. I am entering this waiver freely and voluntarily in all respects. I

understand that I may at any time take a full, duty-free meal period as scheduled or provided by law. No

supervisor or manager can require me to delay, shorten or skip a duty-free meal period or retaliate against me for

declining to do so. **I agree to waive** my meal period(s) when legally permissible.



I do not agree to waive my meal periods. I understand that I will be expected to take each full meal period as scheduled or provided by law. **I do not agree to waive** my meal period(s) when legally permissible. I understand that I will be expected to take each full meal period as scheduled or provided by law.

I understand that I may at any time revoke this waiver for all future meal periods by contacting HR and providing my revocation in writing. I understand that if I revoke the waiver for future meal periods that I will be expected to take each full meal period as scheduled or provided by law. I understand that there will be no retaliation against me if I decide not to sign the waiver or to revoke the waiver.



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013



1/4/2020



Dear [REDACTED]:

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services LLC is January 5, 2020.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources



AMZ-BRY001105



9/30/2019

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180

Dear [REDACTED]

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the Reduced Time (30-39 hours) position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company. You will be working a Reduced Time (30-39 hours) schedule.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on October 9, 2019 ("Start Date"). You will ordinarily be scheduled to work 30 hours per seven-day week. Your salary will be \$17.50 per hour, (\$27,300.00 annualized based on 1,560 hours per year) and a \$2.40 per hour Shift Differential (\$3,744.00 annualized based on 1,560 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1299030 JFK8 USA FC Picking
Manager: Max McCarty
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.



AMZ-BRY001106

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████, we are very excited about the possibility of you joining us. I hope that you will accept



AMZ-BRY001107

this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Max McCarty
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Oct 7, 2019

Date



AMZ-BRY001108

Acknowledged by associate on August 15, 2018, 6:18:02 PM - Delivered by Chowdhary, Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Chowdhary, Sahej (NK7-1830)
Created On: August 15, 2018, 6:18:02 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Positive	24	August 01, 2018
Verbal Coaching	1	December 13, 2017
Documented Positive	13	August 08, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	8.72	2304	264.26	168	157.3	157.3	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	13.63	3304	242.36	204	118.8	118.8	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 4	5.92	3574	603.55	514	117.42	117.42	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
August 08, 2018, 5:00:00 AM	9182	28	325	130.38	130.38	N
August 01, 2018, 5:00:00 AM	14403	31	458	137.08	137.08	N
July 25, 2018, 5:00:00 AM	2197	10	229	117	117	N
July 18, 2018, 5:00:00 AM	0	0	0	0	0	Y
July 11, 2018, 5:00:00 AM	2101	8	271	144.05	144.05	N
July 04, 2018, 5:00:00 AM	3181	12	257	135.33	135.33	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: August 15, 2018, 6:18:02 PM

Manager Signature: Acknowledged by Chowdhary, Sahej (BadgeID: 11964843)

Date: August 15, 2018, 6:18:02 PM

AMZ-BRY001037

Acknowledged by associate on August 08, 2018, 7:05:23 PM - Delivered by Chowdhary,Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Chowdhary,Sahej (NK7-1830)
Created On: August 08, 2018, 7:05:23 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	1	December 13, 2017
Verbal Positive	25	August 01, 2018
Documented Positive	12	July 18, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	5.27	1623	308.02	168	183.34	183.34	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	9.88	2903	293.93	204	144.08	144.08	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 4	16.3	9877	605.94	514	117.89	117.89	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
August 01, 2018, 5:00:00 AM	14403	31	458	137.08	137.08	N
July 25, 2018, 5:00:00 AM	2197	10	229	117	117	N
July 18, 2018, 5:00:00 AM	0	0	0	0	0	Y
July 11, 2018, 5:00:00 AM	2101	8	271	144.05	144.05	N
July 04, 2018, 5:00:00 AM	3181	12	257	135.33	135.33	N
June 27, 2018, 5:00:00 AM	5086	18	284	149.28	149.28	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: August 08, 2018, 7:05:23 PM

Manager Signature: Acknowledged by Chowdhary,Sahej (BadgeID: 11964843)

Date: August 08, 2018, 7:05:23 PM

AMZ-BRY001038

Acknowledged by associate on July 20, 2018, 2:51:15 AM - Delivered by Krupa,James (krujames)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: July 20, 2018, 2:51:16 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	1	December 13, 2017
Documented Positive	11	July 11, 2018
Verbal Positive	26	June 06, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	3.03	829	273.25	168	162.65	162.65	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	4.72	1272	269.49	204	132.1	132.1	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
July 11, 2018, 5:00:00 AM	2101	8	271	144.05	144.05	N
July 04, 2018, 5:00:00 AM	3181	12	257	135.33	135.33	N
June 27, 2018, 5:00:00 AM	5086	18	284	149.28	149.28	N
June 20, 2018, 5:00:00 AM	0	0	0	0	0	Y
June 13, 2018, 5:00:00 AM	0	0	0	0	0	Y
June 06, 2018, 5:00:00 AM	4891	19	256	136.26	136.26	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: July 20, 2018, 2:51:15 AM

Manager Signature: Acknowledged by Krupa,James (BadgeID: 0209393)

Date: July 20, 2018, 2:51:15 AM

AMZ-BRY001039

Acknowledged by associate on July 12, 2018, 12:54:34 AM - Delivered by Chowdhary,Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: July 12, 2018, 12:54:34 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	10	July 04, 2018
Verbal Coaching	1	December 13, 2017
Verbal Positive	26	June 06, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	4.51	1072	237.94	168	141.63	141.63	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	7.85	2109	268.7	204	131.72	131.72	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 4	2.19	1322	603.12	506	119.19	119.19	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
July 04, 2018, 5:00:00 AM	3181	12	257	135.33	135.33	N
June 27, 2018, 5:00:00 AM	5086	18	284	149.28	149.28	N
June 20, 2018, 5:00:00 AM	0	0	0	0	0	Y
June 13, 2018, 5:00:00 AM	0	0	0	0	0	Y
June 06, 2018, 5:00:00 AM	4891	19	256	136.26	136.26	N
May 30, 2018, 5:00:00 AM	4370	19	236	124.67	124.67	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: July 12, 2018, 12:54:34 AM

Manager Signature: Acknowledged by Chowdhary,Sahej (BadgeID: 11964843)

Date: July 12, 2018, 12:54:34 AM

AMZ-BRY001040

Acknowledged by associate on July 06, 2018, 3:12:20 AM - Delivered by Krupa,James (krujames)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: July 06, 2018, 3:12:20 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	9	June 13, 2018
Verbal Positive	26	June 06, 2018
Verbal Coaching	1	December 13, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	6.39	1689	264.16	168	157.24	157.24	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	11.5	3397	295.5	204	144.85	144.85	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 4	4.83	2646	548.33	506	108.37	108.37	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
June 27, 2018, 5:00:00 AM	5086	18	284	149.28	149.28	N
June 20, 2018, 5:00:00 AM	0	0	0	0	0	Y
June 13, 2018, 5:00:00 AM	0	0	0	0	0	Y
June 06, 2018, 5:00:00 AM	4891	19	256	136.26	136.26	N
May 30, 2018, 5:00:00 AM	4370	19	236	124.67	124.67	N
May 23, 2018, 5:00:00 AM	7334	18	412	132.28	132.28	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: July 06, 2018, 3:12:20 AM

Manager Signature: Acknowledged by Krupa,James (BadgeID: 0209393)

Date: July 06, 2018, 3:12:20 AM

AMZ-BRY001041

Acknowledged by associate on June 21, 2018, 4:28:57 AM - Delivered by Krupa,James (krujames)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: June 21, 2018, 4:28:57 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	1	December 13, 2017
Documented Positive	8	May 16, 2018
Verbal Positive	26	June 06, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	7.62	1997	262	168	155.95	155.95	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	11.51	2894	251.37	204	123.22	123.22	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
June 06, 2018, 5:00:00 AM	4891	19	256	136.26	136.26	N
May 30, 2018, 5:00:00 AM	4370	19	236	124.67	124.67	N
May 23, 2018, 5:00:00 AM	7334	18	412	132.28	132.28	N
May 16, 2018, 5:00:00 AM	0	0	0	0	0	Y
May 09, 2018, 5:00:00 AM	2910	11	276	145.1	145.1	N
May 02, 2018, 5:00:00 AM	2817	11	264	140.36	140.36	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: June 21, 2018, 4:28:57 AM

Manager Signature: Acknowledged by Krupa,James (BadgeID: 0209393)

Date: June 21, 2018, 4:28:57 AM

AMZ-BRY001042

Acknowledged by associate on May 18, 2018, 5:08:57 AM - Delivered by Gianoli,Francesca (gianolif)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: May 18, 2018, 5:08:57 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Positive	24	March 21, 2018
First Written	1	May 31, 2017
Documented Positive	7	May 09, 2018
Second Written	1	June 07, 2017
Verbal Coaching	2	December 13, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	3.29	965	293.49	168	174.69	174.69	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	7.24	1945	268.58	204	131.66	131.66	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 4	0.67	297	444.76	506	87.9	87.9	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
May 09, 2018, 5:00:00 AM	2910	11	276	145.1	145.1	N
May 02, 2018, 5:00:00 AM	2817	11	264	140.36	140.36	N
April 25, 2018, 5:00:00 AM	0	0	0	0	0	Y
April 18, 2018, 5:00:00 AM	10862	18	608	135.48	148.27	N
April 11, 2018, 5:00:00 AM	6271	10	620	138.09	153.43	N
April 04, 2018, 5:00:00 AM	0	0	0	0	0	Y

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: May 18, 2018, 5:08:57 AM

Manager Signature: Acknowledged by Gianoli,Francesca (BadgeID: 11349660)

Date: May 18, 2018, 5:08:57 AM

AMZ-BRY001043

Acknowledged by associate on May 10, 2018, 4:32:48 AM - Delivered by Alansalon,Melanie (alansalo)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: May 10, 2018, 4:32:48 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	1	May 31, 2017
Documented Positive	6	April 25, 2018
Second Written	1	June 07, 2017
Verbal Positive	24	March 21, 2018
Verbal Coaching	2	December 13, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	4.64	1125	242.57	168	144.39	144.39	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	6.04	1692	280.02	204	137.26	137.26	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
May 02, 2018, 5:00:00 AM	2817	11	264	140.36	140.36	N
April 25, 2018, 5:00:00 AM	0	0	0	0	0	Y
April 18, 2018, 5:00:00 AM	10862	18	608	135.48	148.27	N
April 11, 2018, 5:00:00 AM	6271	10	620	138.09	153.43	N
April 04, 2018, 5:00:00 AM	0	0	0	0	0	Y
March 28, 2018, 5:00:00 AM	6578	14	467	134.57	143.71	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: May 10, 2018, 4:32:48 AM

Manager Signature: Acknowledged by Alansalon,Melanie (BadgeID: 11167497)

Date: May 10, 2018, 4:32:48 AM

AMZ-BRY001044

Acknowledged by associate on April 27, 2018, 12:39:20 AM - Delivered by Gianoli,Francesca (gianolif)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: April 27, 2018, 12:39:20 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	2	December 13, 2017
First Written	1	May 31, 2017
Documented Positive	5	April 18, 2018
Second Written	1	June 07, 2017
Verbal Positive	24	March 21, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 1 ItemPacked Medium EACH	Level 5	0.53	131	247.95	168	147.59	147.59	N
Chuting	Scan Verify AFE 1 ItemPacked Small EACH	Level 5	0.5	97	195.63	204	95.9	95.9	N
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	0.22	36	164.68	168	98.02	98.02	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	0.28	41	144	204	70.59	70.59	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 3	15.11	9231	611.05	449	136.09	151.21	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 4	2.75	1631	593.21	449	132.12	132.12	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
April 18, 2018, 5:00:00 AM	10862	18	608	135.48	148.27	N
April 11, 2018, 5:00:00 AM	6271	10	620	138.09	153.43	N
April 04, 2018, 5:00:00 AM	0	0	0	0	0	Y
March 28, 2018, 5:00:00 AM	6578	14	467	134.57	143.71	N
March 21, 2018, 5:00:00 AM	2767	10	277	147.17	147.17	N
March 14, 2018, 5:00:00 AM	2686	13	208	109.77	109.77	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: April 27, 2018, 12:39:20 AM

AMZ-BRY001045

Manager Signature: Acknowledged by Gianoli,Francesca (BadgeID: 11349660)

Date: April 27, 2018, 12:39:20 AM

AMZ-BRY001046

Acknowledged by associate on April 20, 2018, 2:00:52 AM - Delivered by Alansalon,Melanie (alansalo)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: April 20, 2018, 2:00:52 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	4	April 04, 2018
First Written	1	May 31, 2017
Second Written	1	June 07, 2017
Verbal Coaching	2	December 13, 2017
Verbal Positive	24	March 21, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 1 ItemPacked Medium EACH	Level 5	0.3	74	244.63	168	145.61	145.61	N
Chuting	Scan Verify AFE 1 ItemPacked Small EACH	Level 5	0.13	32	245.11	204	120.15	120.15	N
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	0.03	6	218.18	168	129.87	129.87	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	0.02	4	221.54	204	108.6	108.6	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 3	10.11	6271	620	449	138.09	153.43	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
April 11, 2018, 5:00:00 AM	6271	10	620	138.09	153.43	N
April 04, 2018, 5:00:00 AM	0	0	0	0	0	Y
March 28, 2018, 5:00:00 AM	6578	14	467	134.57	143.71	N
March 21, 2018, 5:00:00 AM	2767	10	277	147.17	147.17	N
March 14, 2018, 5:00:00 AM	2686	13	208	109.77	109.77	N
March 07, 2018, 5:00:00 AM	2416	11	230	122.95	122.95	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: April 20, 2018, 2:00:52 AM

Manager Signature: Acknowledged by Alansalon,Melanie (BadgID: 11167497)

Date: April 20, 2018, 2:00:52 AM

AMZ-BRY001047

Acknowledged by associate on April 07, 2018, 6:19:26 AM - Delivered by Gianoli,Francesca (gianolif)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: April 07, 2018, 6:19:26 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Positive	24	March 21, 2018
Verbal Coaching	2	December 13, 2017
Documented Positive	3	March 28, 2018
Second Written	1	June 07, 2017
First Written	1	May 31, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 1 ItemPacked Medium EACH	Level 5	0.57	8	14.1	168	8.39	8.39	N
Chuting	Scan Verify AFE 1 ItemPacked Small EACH	Level 5	0.15	2	13	204	6.37	6.37	N
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	2.34	592	252.99	168	150.59	150.59	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	3.04	774	254.37	204	124.69	124.69	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 3	7.99	5202	651.4	449	145.08	161.2	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
March 28, 2018, 5:00:00 AM	6578	14	467	134.57	143.71	N
March 21, 2018, 5:00:00 AM	2767	10	277	147.17	147.17	N
March 14, 2018, 5:00:00 AM	2686	13	208	109.77	109.77	N
March 07, 2018, 5:00:00 AM	2416	11	230	122.95	122.95	N
February 28, 2018, 5:00:00 AM	3697	17	223	118.12	118.12	N
February 21, 2018, 5:00:00 AM	1105	5	212	113.08	113.08	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: April 07, 2018, 6:19:26 AM

Manager Signature: Acknowledged by Gianoli,Francesca (BadgeID: 11349660)

Date: April 07, 2018, 6:19:26 AM

AMZ-BRY001049

Acknowledged by associate on March 31, 2018, 7:38:28 PM - Delivered by Shibutani, Lena (lsshut)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli, Francesca (NK7-1830)
Created On: March 31, 2018, 7:38:28 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	1	May 31, 2017
Documented Positive	2	February 14, 2018
Second Written	1	June 07, 2017
Verbal Positive	24	March 21, 2018
Verbal Coaching	2	December 13, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	3.75	1080	287.64	168	171.21	171.21	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	6.23	1687	270.69	204	132.69	132.69	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
March 21, 2018, 5:00:00 AM	2767	10	277	147.17	147.17	N
March 14, 2018, 5:00:00 AM	2686	13	208	109.77	109.77	N
March 07, 2018, 5:00:00 AM	2416	11	230	122.95	122.95	N
February 28, 2018, 5:00:00 AM	3697	17	223	118.12	118.12	N
February 21, 2018, 5:00:00 AM	1105	5	212	113.08	113.08	N
February 14, 2018, 5:00:00 AM	0	0	0	0	0	Y

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: March 31, 2018, 7:38:28 PM

Manager Signature: Acknowledged by Shibutani, Lena (BadgelD: 12011071)

Date: March 31, 2018, 7:38:28 PM

AMZ-BRY001051

Acknowledged by associate on February 15, 2018, 11:42:30 PM - Delivered by Alansalon,Melanie (alansalo)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: February 15, 2018, 11:42:30 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Positive	20	February 07, 2018
First Written	1	May 31, 2017
Verbal Coaching	2	December 13, 2017
Second Written	1	June 07, 2017
Documented Positive	1	January 31, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	8.95	2002	223.81	168	133.22	133.22	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	15.26	4511	295.61	204	144.91	144.91	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 2	9.84	6218	631.64	449	140.68	165.5	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
February 07, 2018, 5:00:00 AM	12731	34	374	140.61	147.79	N
January 31, 2018, 5:00:00 AM	3772	16	234	124.96	124.96	N
January 24, 2018, 5:00:00 AM	3371	12	290	149.59	149.59	N
January 17, 2018, 5:00:00 AM	4192	17	242	128.22	128.22	N
January 10, 2018, 5:00:00 AM	0	0	0	0	0	Y
January 03, 2018, 5:00:00 AM	2234	9	237	123.89	123.89	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: February 15, 2018, 11:42:30 PM

Manager Signature: Acknowledged by Alansalon,Melanie (BadgelD: 11167497)

Date: February 15, 2018, 11:42:30 PM

AMZ-BRY001052

Acknowledged by associate on February 10, 2018, 10:45:59 PM - Delivered by Alansalon,Melanie (alansalo)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: February 10, 2018, 10:45:59 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	2	December 13, 2017
First Written	1	May 31, 2017
Second Written	1	June 07, 2017
Verbal Positive	19	January 24, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	3.58	847	236.85	168	140.98	140.98	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	8.07	2524	312.94	204	153.4	153.4	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 2	1.26	753	597.36	449	133.04	156.52	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
January 24, 2018, 5:00:00 AM	3371	12	290	149.59	149.59	N
January 17, 2018, 5:00:00 AM	4192	17	242	128.22	128.22	N
January 10, 2018, 5:00:00 AM	0	0	0	0	0	Y
January 03, 2018, 5:00:00 AM	2234	9	237	123.89	123.89	N
December 27, 2017, 5:00:00 AM	1104	8	140	75.06	75.06	N
December 20, 2017, 5:00:00 AM	2247	10	218	118.14	118.14	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: February 10, 2018, 10:45:59 PM

Manager Signature: Acknowledged by Alansalon,Melanie (BadgeID: 11167497)

Date: February 10, 2018, 10:45:59 PM

AMZ-BRY001053

Acknowledged by associate on September 27, 2018, 8:02:38 PM - Delivered by Chowdhary,Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Chowdhary,Sahej (NK7-1830)
Created On: September 27, 2018, 8:02:38 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	1	December 13, 2017
Verbal Positive	21	September 12, 2018
Documented Positive	17	September 19, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	9.29	2686	289.12	175	165.21	165.21	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	13.93	3947	283.36	204	138.9	138.9	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 5	0.17	52	306.38	514	59.61	59.61	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
September 19, 2018, 5:00:00 AM	6633	23	286	149.43	149.43	N
September 12, 2018, 5:00:00 AM	5233	21	253	132.24	132.24	N
September 05, 2018, 5:00:00 AM	2578	11	231	123.41	123.41	N
August 29, 2018, 5:00:00 AM	11016	33	330	134.57	134.57	N
August 22, 2018, 5:00:00 AM	4835	21	235	123.95	123.95	N
August 15, 2018, 5:00:00 AM	2223	8	276	146.16	146.16	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: September 27, 2018, 8:02:38 PM

Manager Signature: Acknowledged by Chowdhary,Sahej (BadgeID: 11964843)

Date: September 27, 2018, 8:02:38 PM

AMZ-BRY001054

Acknowledged by associate on June 06, 2017, 8:59:03 PM - Delivered by Radocaj,Brett (radocajb)

Supportive Feedback Document Productivity Trend - First Written



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: June 06, 2017, 8:59:03 PM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Coaching	1	May 17, 2017

Details of Current Incident/Specific Concerns

You have not met Productivity expectations 3 out of the last 6 weeks. See the Trend section below for further details.

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE ItemPacked Total EACH	Level 4	15.19	2695	177.38	185	95.88	95.88	N
Chuting	Scan Verify AFE ItemPacked Total EACH	Level 5	24.06	4246	176.48	185	95.39	95.39	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
May 24, 2017, 5:00:00 AM	6941	39	177	95.58	95.58	N
May 17, 2017, 5:00:00 AM	7578	39	192	103.89	108.38	Y
May 10, 2017, 5:00:00 AM	5266	36	146	79.07	88.5	N
May 03, 2017, 5:00:00 AM	4545	34	135	73.24	86.16	Y
April 26, 2017, 5:00:00 AM	0	0	0	0	0	Y
April 19, 2017, 5:00:00 AM	0	0	0	0	0	Y

Areas of Improvement Required by Associate

You are expected to meet 100% of the productivity performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your productivity performance, and will assist you in addressing any job related barriers that are impacting your ability to meet productivity performance expectations.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: June 06, 2017, 8:59:03 PM

Manager Signature: Acknowledged by Radocaj,Brett (BadgelD: 11349596)

Date: June 06, 2017, 8:59:03 PM

AMZ-BRY001055

Acknowledged by associate on June 08, 2017, 2:36:15 AM - Delivered by Gianoli,Francesca (gianolif)

Supportive Feedback Document Productivity Trend - Second Written



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: June 08, 2017, 2:36:16 AM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	1	May 31, 2017
Verbal Coaching	1	May 17, 2017

Details of Current Incident/Specific Concerns

You have not met Productivity expectations 3 out of the last 6 weeks. See the Trend section below for further details.

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE ItemPacked Total EACH	Level 5	12.3	2026	164.65	185	89	89	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
May 31, 2017, 5:00:00 AM	2026	12	165	89	89	N
May 24, 2017, 5:00:00 AM	6941	39	177	95.58	95.58	N
May 17, 2017, 5:00:00 AM	7578	39	192	103.89	108.38	Y
May 10, 2017, 5:00:00 AM	5266	36	146	79.07	88.5	N
May 03, 2017, 5:00:00 AM	4545	34	135	73.24	86.16	Y
April 26, 2017, 5:00:00 AM	0	0	0	0	0	Y

Areas of Improvement Required by Associate

You are expected to meet 100% of the productivity performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your productivity performance, and will assist you in addressing any job related barriers that are impacting your ability to meet productivity performance expectations.

Associate Comments

Retrain- <https://tt.amazon.com/0115317174>

Associate Signature: Acknowledged by [REDACTED]

Date: June 08, 2017, 2:36:15 AM

Manager Signature: Acknowledged by Gianoli,Francesca (BadgeID: 11349660)

Date: June 08, 2017, 2:36:15 AM

AMZ-BRY001057

AMZ-BRY001058

AMAZON.COM, INC.**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.


AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

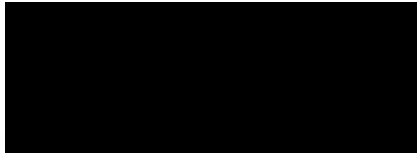
DocuSigned by:
Signature: 
CFFD7D17C9404DD...

Name 

Date: 4/20/2017



8/3/2018



Dear [REDACTED]

On behalf of Amazon.com.dedc, LLC (the "Company"), I am very pleased to offer you an internal transfer to the position of Lead Fulfillment Associate (Job Level: 3). This letter clarifies and confirms the new terms of your employment with the Company. Except as specifically stated below, all of your current terms and conditions of employment remain unchanged. Once you have had an opportunity to review this offer, please "Reply All" to accept or decline.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment in your new position with the Company on September 23, 2018 ("Start Date") reporting to Caleb Philip. Your salary will be \$18.75 per hour, (\$39,000.00 annualized based on 2,080 hours per year) payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.

Department, Manager and Shift

Department: 1299 - Distribution Center - Var HC
Manager: Caleb Philip
Shift Pattern: AAAA

Your shift or schedule may change in the future. Based on business need, Amazon.com.dedc, LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based

AMZ-BRY001064

on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Medical, Vacation, and Other Benefits

Consistent with the policies and practice of the Company, you will participate in and receive benefits under the local employee benefits plan to the extent generally applicable to other employees of your level. Depending on local employment law, any accrued vacation and personal time may be paid out by your current company prior to your transfer. Once you relocate, the amount of time off available for you will also be dependent on the local policies and practice of the Company. Your pre-transfer hire date will be used for determining your rate of benefit accrual if based on tenure.

For additional Benefit information, please review the Benefits information on the Inside Amazon site for your new Company and Country.

Employment at Will

Nothing in this offer of internal transfer alters your employee-at-will status.

Confidentiality and Invention Assignment Agreement

As a condition of your transfer to this new position, you may be required to sign a new Confidentiality and Invention Assignment Agreement (the "Agreement"). When a new Confidentiality and Invention Assignment Agreement is not required, you continue to be bound by the Confidentiality and Invention Assignment Agreement you signed when you were hired by the company.

If you need a copy of this Agreement, please contact the Employee Resource Center(ERC).

Next Step

Regardless of your decision, please reply all with ACCEPT or DECLINE in the body of the email.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

Both Caleb Philip and your Internal Transfer Team are very excited about the possibility of you accepting this offer and look forward to a productive and mutually beneficial working relationship. Please let us know if we can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Internal Transfer Team
on behalf of
Caleb Philip

AMZ-BRY001065

Senior Operations Manager

2018-08-03-07-35-a796f9da-5b9f-454d-a4b6-9540deaa4444

Dear Caleb Philip and the Internal Transfer Team,
I gladly accept the offer. I am excited, and
looking forward to working with you.



AMZ-BRY001066



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013



8/14/2019



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services, Inc. is August 14, 2019.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources





4/21/2017

Amazon.com.dedc, LLC
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com.dedc, LLC (the "Company"), I am very pleased to offer you the position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on April 21, 2017 ("Start Date"). Your salary will be \$13.50 per hour, (\$28,080.00 annualized based on 2,080 hours per year) and a \$0.50 per hour Shift Differential (\$1,040.00 annualized based on 2,080 hours per year), payable Bi-weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Restricted Stock Unit Award

Subject to approval by the Board of Directors of Amazon.com, Inc., you will be granted a restricted stock unit award with respect to 2 shares of Amazon.com, Inc. common stock. Subject to your continued employment with the Company, this award will vest and convert into shares of common stock on the 15th day of the month in which you reach your second anniversary of employment.

Your award will be documented by delivery to you of a Restricted Stock Unit Award Agreement specifying the terms and conditions of the award. You will be eligible for a restricted stock unit grant, based on your performance, in calendar year 2018. Ordinarily this process occurs each April.

Department, Manager and Shift



AMZ-BRY001069

Department: 1299040 EWR4 USA Amazon.com.dedc, LLC

Manager: Francesca Gianoli

Shift Pattern: US FC Tues-Fri 10 hr 1830

Your shift or schedule may change in the future. Based on business need, Amazon.com.dedc, LLC reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Variable Compensation Pay (VCP)

If you work in a fulfillment center you may be eligible for Variable Pay, a bonus based upon personal and site performance criteria at your location.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). The Company's willingness to grant you the restricted stock unit award referred to above is based in significant part on your commitment to fulfill the obligations specified in the Agreement. Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your



AMZ-BRY001070

identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████████, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Francesca Gianoli
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com.dedc, LLC under the terms set forth in this letter.

DocuSigned by:

██████████

CFFD7D17C9404DD...

Signature

4/22/2017

Date

██████████



AMZ-BRY001071

Refused to sign by associate on September 16, 2017, 5:37:46 AM - Delivered by Gianoli,Francesca (gianolif)

Supportive Feedback Document Behavioral - Documented Coaching



Associate Name: [REDACTED]
Manager Name: Gianoli,Francesca (NK7-1830)
Created On: September 16, 2017, 5:37:47 AM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

"What is a free replacement concession? Free replacements are shipments sent to customers that had a negative experience, either with a missing or damaged item in their original order. Extensive research by the Customer Service team allows us to identify the Root Cause and the Associate responsible for free replacement concessions. There are currently no SQPR Quality Policies for pack although concessions directly influence customer experience and are very expensive to our business. The free replacements discovered by Amazon Customer Experience allows us to provide Supportive Quality Performance Feedback to associates. Defect Type: [3 Missing / 1 Damaged] # of Defects: 4 DPMO: 809 Total Number Of Units: 4944 Date of Errors : Week of 08/28/2017 Exceptions: DPMO 600= Doc Coach DPMO 1800= First Written Warning DPMO 3000= Final Written Warning "

Areas of Improvement Required by Associate

You are expected to meet 100% of the Quality Performance expectation. Please note that if an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

Associate Comments

AA does not feel doc coach is deserved as he is careful and does not recall a time in which he found an item left out of a package he packed.

Associate Signature: [REDACTED]

Date: September 16, 2017, 5:37:46 AM

Manager Signature: Acknowledged by Gianoli,Francesca (BadgeID: 11349660)

Date: September 16, 2017, 5:37:46 AM

AMZ-BRY001072

Acknowledged by associate on August 13, 2019, 9:30:39 PM - Delivered by Lee, Kevin C (mznkl)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Lee, Kevin C (NA5X1815)
Created On: August 13, 2019, 9:30:39 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On Wednesday, July 24, 2019, you were reported to have exhibited inappropriate behavior that involved unwanted physical contact towards one of your female coworkers. During the seek to understand, you admitted to physical contact with other associates that could be perceived as inappropriate, and in further investigation, it was confirmed that you exhibited these inappropriate behaviors towards other female associates as well. These behaviors are considered category 1 violations of Amazon's Standards of Conduct, specifically unwelcome behavior.

Areas of Improvement Required by Associate

The Standards of Conduct strive to establish a collaborative, non-hostile work environment. The acts of inappropriate behavior creates a hostile atmosphere and may offend others. You are expected to be in compliance with the Standards of Conduct policy at all times while working in the Fulfillment Center. As a result of the findings of this investigation, this will result in a separation of your employment.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Not eligible for appeals

Associate Signature: Acknowledged by [REDACTED]

Date: August 13, 2019, 9:30:39 PM

Manager Signature: Acknowledged by Lee, Kevin C (BadgeID: 12313214)

Date: August 13, 2019, 9:30:39 PM

AMZ-BRY001073

Acknowledged by associate on September 19, 2018, 11:00:52 PM - Delivered by Chowdhary,Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Chowdhary,Sahej (NK7-1830)
Created On: September 19, 2018, 11:00:52 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	16	September 05, 2018
Verbal Positive	22	September 12, 2018
Verbal Coaching	1	December 13, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	8.49	2096	246.88	175	141.07	141.07	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	12.2	3137	257.23	204	126.09	126.09	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
September 12, 2018, 5:00:00 AM	5233	21	253	132.24	132.24	N
September 05, 2018, 5:00:00 AM	2578	11	231	123.41	123.41	N
August 29, 2018, 5:00:00 AM	11016	33	330	134.57	134.57	N
August 22, 2018, 5:00:00 AM	4835	21	235	123.95	123.95	N
August 15, 2018, 5:00:00 AM	2223	8	276	146.16	146.16	N
August 08, 2018, 5:00:00 AM	9182	28	325	130.38	130.38	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: September 19, 2018, 11:00:52 PM

Manager Signature: Acknowledged by Chowdhary,Sahej (BadgeID: 11964843)

Date: September 19, 2018, 11:00:52 PM

AMZ-BRY001074

Acknowledged by associate on September 05, 2018, 8:05:06 PM - Delivered by Chowdhary,Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Chowdhary,Sahej (NK7-1830)
Created On: September 05, 2018, 8:05:06 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	15	August 22, 2018
Verbal Positive	23	August 29, 2018
Verbal Coaching	1	December 13, 2017

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 1 ItemPacked Medium EACH	Level 5	0.06	1	17.56	168	10.45	10.45	N
Chuting	Scan Verify AFE 1 ItemPacked Small EACH	Level 5	0.13	2	15.86	204	7.77	7.77	N
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	10.82	2629	243.04	168	144.67	144.67	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	15.59	4360	279.67	204	137.09	137.09	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 5	6.75	4024	596	514	115.95	115.95	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
August 29, 2018, 5:00:00 AM	11016	33	330	134.57	134.57	N
August 22, 2018, 5:00:00 AM	4835	21	235	123.95	123.95	N
August 15, 2018, 5:00:00 AM	2223	8	276	146.16	146.16	N
August 08, 2018, 5:00:00 AM	9182	28	325	130.38	130.38	N
August 01, 2018, 5:00:00 AM	14403	31	458	137.08	137.08	N
July 25, 2018, 5:00:00 AM	2197	10	229	117	117	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: September 05, 2018, 8:05:06 PM

Manager Signature: Acknowledged by Chowdhary,Sahej (BadgeID: 11964843)

Date: September 05, 2018, 8:05:06 PM

AMZ-BRY001075

Acknowledged by associate on August 22, 2018, 7:40:21 PM - Delivered by Chowdhary, Sahej (sahej)

Supportive Feedback Document Productivity - Documented Positive

amazon.com

Associate Name: [REDACTED]
 Manager Name: Chowdhary, Sahej (NK7-1830)
 Created On: August 22, 2018, 7:40:21 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	14	August 15, 2018
Verbal Coaching	1	December 13, 2017
Verbal Positive	24	August 01, 2018

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Chuting	Scan Verify AFE 2 ItemPacked Medium EACH	Level 5	2.95	837	283.28	168	168.62	168.62	N
Chuting	Scan Verify AFE 2 ItemPacked Small EACH	Level 5	5.1	1386	271.63	204	133.15	133.15	N
Sort-Flow	AFE 2 Rebin ItemRebinned Total EACH	Level 5	3.4	1954	575.41	514	111.95	111.95	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
August 15, 2018, 5:00:00 AM	2223	8	276	146.16	146.16	N
August 08, 2018, 5:00:00 AM	9182	28	325	130.38	130.38	N
August 01, 2018, 5:00:00 AM	14403	31	458	137.08	137.08	N
July 25, 2018, 5:00:00 AM	2197	10	229	117	117	N
July 18, 2018, 5:00:00 AM	0	0	0	0	0	Y
July 11, 2018, 5:00:00 AM	2101	8	271	144.05	144.05	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: August 22, 2018, 7:40:21 PM

Manager Signature: Acknowledged by Chowdhary, Sahej (BadgeID: 11964843)

Date: August 22, 2018, 7:40:21 PM

AMZ-BRY001076

Acknowledged by associate on November 13, 2019, 9:05:00 AM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Unpaid Personal Time - Notice

amazon.com

Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: November 13, 2019, 9:05:00 AM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
Notice	2	October 10, 2019, 12:00:00 AM

Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **January 01, 2020**, Current UPT Balance is **11**, As of: **November 06, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: November 13, 2019, 9:05:00 AM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: November 13, 2019, 9:05:00 AM

AMZ-BRY000974

Acknowledged by associate on October 13, 2019, 2:57:05 PM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: October 13, 2019, 2:57:06 PM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
Notice	1	September 06, 2019, 12:00:00 AM

Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **January 01, 2020**, Current UPT Balance is **0**, As of: **October 12, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: October 13, 2019, 2:57:05 PM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: October 13, 2019, 2:57:05 PM

AMZ-BRY000975

Acknowledged by associate on September 11, 2019, 1:12:57 PM - Delivered by Pryce,Bertram (prycb)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: September 11, 2019, 1:12:57 PM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder; if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **October 01, 2019**, Current UPT Balance is 3, As of: **September 11, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: September 11, 2019, 1:12:57 PM

Manager Signature: Acknowledged by Pryce,Bertram (BadgeID: 11741041)

Date: September 11, 2019, 1:12:57 PM

AMZ-BRY000976

Acknowledged by associate on January 20, 2020, 1:13:15 PM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: January 20, 2020, 1:13:15 PM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
Notice	3	November 01, 2019, 12:00:00 AM

Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **April 01, 2020**, Current UPT Balance is **15**, As of: **January 15, 2020**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 20, 2020, 1:13:15 PM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: January 20, 2020, 1:13:15 PM

AMZ-BRY000977

Refused to sign by associate on March 09, 2020, 4:03:17 PM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: March 09, 2020, 4:03:17 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Verbal Coaching	1	February 06, 2020, 10:24:52 AM

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. You were reported to be in violation of this policy by grabbing another associate by the waist and making sexually explicit comments. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. This violation has resulted in immediate termination of employment.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Associate Signature: [REDACTED]

Date: March 09, 2020, 4:03:17 PM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: March 09, 2020, 4:03:17 PM

AMZ-BRY000978

Acknowledged by associate on December 09, 2019, 9:09:36 AM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Productivity - Second Written



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: December 09, 2019, 9:09:36 AM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Second Written	1	September 18, 2019
First Written	2	November 27, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Pick	RF Pick ItemPicked Total EACH	Level 5	11.51	2401	208.53	301	69.27	69.27
Pick	RF Pick Singles ItemPicked Total EACH	Level 5	5.98	1219	203.59	249	81.76	81.76
Transfer Out Pick	RF Pick Transship ItemPicked Total EACH	Level 5	3.45	818	236.58	250	94.63	94.63

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
November 27, 2019, 5:00:00 AM	4438	21	212	77.02	95.46	N
November 20, 2019, 5:00:00 AM	3626	18	203	74.25	96.52	N
November 13, 2019, 5:00:00 AM	7160	33	217	80.08	90.74	N
November 06, 2019, 5:00:00 AM	4006	20	199	73.02	77.37	N
October 30, 2019, 5:00:00 AM	3319	17	190	69.63	79.81	N
October 23, 2019, 5:00:00 AM	0	0	0	0	-	Y

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: December 09, 2019, 9:09:36 AM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: December 09, 2019, 9:09:36 AM

AMZ-BRY000979

AMZ-BRY000980

Acknowledged by associate on December 03, 2019, 10:17:24 AM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Productivity - First Written



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: December 03, 2019, 10:17:24 AM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	1	September 11, 2019
Second Written	1	September 18, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Pick	RF Pick ItemPicked Total EACH	Level 5	7.98	1877	235.06	301	78.09	78.09
Pick	RF Pick Singles ItemPicked Total EACH	Level 5	6.36	1238	194.41	249	78.07	78.07
Transfer Out Pick	RF Pick Transship ItemPicked Total EACH	Level 5	3.49	511	146.27	250	58.51	58.51

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
November 20, 2019, 5:00:00 AM	3626	18	203	74.25	96.52	N
November 13, 2019, 5:00:00 AM	7160	33	217	80.08	90.74	N
November 06, 2019, 5:00:00 AM	4006	20	199	73.02	77.37	N
October 30, 2019, 5:00:00 AM	3319	17	190	69.63	79.81	N
October 23, 2019, 5:00:00 AM	0	0	0	0	-	Y

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: December 03, 2019, 10:17:24 AM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: December 03, 2019, 10:17:24 AM

AMZ-BRY000981

Acknowledged by associate on September 23, 2019, 4:03:11 PM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Productivity - Second Written



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: September 23, 2019, 4:03:11 PM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	1	September 11, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Pick	RF Pick ItemPicked Total EACH	Level 5	19.34	4471	231.17	301	76.8	76.8
Pick	RF Pick Singles ItemPicked Total EACH	Level 5	16.24	2994	184.25	249	73.99	73.99
Transfer Out Pick	RF Pick Transship ItemPicked Total EACH	Level 5	4.68	933	199.12	250	79.64	79.64

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	Exempted
September 11, 2019, 5:00:00 AM	8398	40	209	76	N
September 04, 2019, 5:00:00 AM	9401	42	222	80.69	N
August 28, 2019, 5:00:00 AM	0	0	0	0	Y
August 21, 2019, 5:00:00 AM	0	0	0	0	Y
August 14, 2019, 5:00:00 AM	0	0	0	0	Y
August 07, 2019, 5:00:00 AM	0	0	0	0	Y

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

Talked about getting a accommodation for his ankle

Associate Signature: Acknowledged by [REDACTED]

Date: September 23, 2019, 4:03:11 PM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: September 23, 2019, 4:03:11 PM

AMZ-BRY000982

Acknowledged by associate on September 11, 2019, 1:10:05 PM - Delivered by Pryce,Bertram (prycb)

Supportive Feedback Document Productivity - First Written



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: September 11, 2019, 1:10:05 PM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Pick	RF Pick ItemPicked Total EACH	Level 5	21.44	5210	242.95	301	80.71	80.71	N
Pick	RF Pick Singles ItemPicked Total EACH	Level 5	15.78	3134	198.55	249	79.74	79.74	N
Transfer Out Pick	RF Pick Transship ItemPicked Total EACH	Level 5	5.05	1057	208.89	250	83.55	83.55	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
September 04, 2019, 5:00:00 AM	9401	42	222	80.69	80.69	N
August 28, 2019, 5:00:00 AM	0	0	0	0	0	Y
August 21, 2019, 5:00:00 AM	0	0	0	0	0	Y
August 14, 2019, 5:00:00 AM	0	0	0	0	0	Y
August 07, 2019, 5:00:00 AM	0	0	0	0	0	Y

Areas of Improvement Required by Associate

You are expected to meet 100% of the productivity performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your productivity performance, and will assist you in addressing any job related barriers that are impacting your ability to meet productivity performance expectations.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: September 11, 2019, 1:10:05 PM

Manager Signature: Acknowledged by Pryce,Bertram (BadgelD: 11741041)

Date: September 11, 2019, 1:10:05 PM

AMZ-BRY000983

Refused to sign by associate on March 01, 2020, 2:58:39 PM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Productivity - First Written



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: March 01, 2020, 2:58:39 PM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
First Written	2	November 27, 2019
Second Written	2	December 04, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Pick	RF Pick ItemPicked Total EACH	Level 5	25.23	4992	197.84	267	74.09	74.09
Pick	RF Pick Singles ItemPicked Total EACH	Level 5	14.99	2823	188.25	239	78.76	78.76
Transfer Out Pick	RF Pick Transship ItemPicked Total EACH	Level 5	10.18	1730	169.93	250	67.97	67.97

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
February 19, 2020, 5:00:00 AM	9545	50	189.0	74.25	97.24977111816406	N
February 12, 2020, 5:00:00 AM	9509	43	219.0	86.36	89.4874038696289	N
February 05, 2020, 5:00:00 AM	5036	23	215.0	84.08	86.59376525878906	N
January 29, 2020, 5:00:00 AM	7440	33	226.0	89.01	75.15579223632812	N
January 22, 2020, 5:00:00 AM	7097	32	218.0	83.94	88.717529296875	N
January 15, 2020, 5:00:00 AM	9093	39	234.0	85.36	86.4478759765625	N

Areas of Improvement Required by Associate

We are committed to helping you improve your overall productivity performance and will assist in addressing any job related barriers impacting your ability to meet expectations based on your willingness to improve. Currently, you aren't meeting expectations per the Quality and Productivity Performance Policy. If performance continues to not meet expectation, further corrective action and/or termination may occur. In addition, if an associate receives a total of 6 written warnings in a rolling 12 months, their employment will end. Please reach out to your manager for additional training or resources.

Associate Comments

Associate Signature: [REDACTED]

Date: March 01, 2020, 2:58:39 PM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: March 01, 2020, 2:58:39 PM

AMZ-BRY000984

AMZ-BRY000985

Acknowledged by associate on February 23, 2020, 8:04:40 AM - Delivered by Groh,Olivia (groho)

Supportive Feedback Document Quality - Documented Positive



Associate Name: [REDACTED]
Manager Name: Groh,Olivia (DA5-0715)
Created On: February 23, 2020, 8:04:40 AM

Summary

Your recent job performance has met or exceeded Quality expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns * Expected DPMO is per error family and not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*	Minimum Units	Is Excluded
Pick	-	0	10154	200	1000	Yes

Error Listing * Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
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Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
February 12, 2020	10154	0	0.0	100.0	No
February 05, 2020	4810	1	207.9	-3.96	Yes
January 29, 2020	7718	2	259.13	-29.57	Yes
January 22, 2020	7408	0	0.0	100.0	No
January 15, 2020	9009	0	0.0	100.0	No
January 08, 2020	7221	0	0.0	100.0	No

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: February 23, 2020, 8:04:40 AM

Manager Signature: Acknowledged by Groh,Olivia (BadgeID: 0146375)

Date: February 23, 2020, 8:04:40 AM

AMZ-BRY000986

AMAZON.COM, INC.

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

- 3.2 Prevention of Unauthorized Release of Confidential Information.** Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

- 3.3 Confidential Information of Third Parties.** Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

- 3.4 Return of Confidential Documents.** On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

- 4.1 Non-Solicitation.** During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

- 4.2 Non-Interference.** During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.


AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Senior Vice President, Human Resources

EMPLOYEE

Signature: 

Name: 

Date: Aug 8, 2019

Submit Final

All done? Click **Submit Final**Need more time? Click **Save****Draft**

Save Draft



MEAL PERIOD WAIVER AGREEMENT

Name: Date:

Sometimes, however, either for operational reasons or because of your personal wishes, you want a meal period to begin late, be shortened, or skipped. This document is an opportunity for you to waive a meal period in such circumstances. Sometimes, however, either for operational reasons or because of your personal wishes, you and the company might want a meal period to begin late, be shortened, or skipped. This document is an opportunity for you to waive your meal period entitlements in the following circumstances:

- You can waive your first meal period if your total day's work will be completed within a work period of not more than six (6) hours
- You can waive your second meal period if you took your first meal period and your total day's work will be completed within a work period of not more than twelve (12) hours

Should you decide on any particular day on which you work between five and six hours that you wish to take a first meal period notwithstanding this waiver, you are entitled to do so. Likewise, should you decide on any particular day on which you work between ten and twelve hours that you wish to take a second meal period notwithstanding this waiver, you are entitled to do so.

As you consider your choices below, please keep in mind that even if you agree to this waiver, either you or Amazon may at any time insist that you take full meal periods on time, and Amazon generally does expect associates to take full meal periods on time. Therefore, even if you agree to this waiver, you can expect to take your full meal periods most of the time.

Understanding that I am entitled to unpaid, duty-free meal period(s):

Understanding that I am entitled to unpaid, work-free meal period(s) (Only check one):



I agree to waive my duty-free meal periods. I am entering this waiver freely and voluntarily in all respects. I

understand that I may at any time take a full, duty-free meal period as scheduled or provided by law. No

supervisor or manager can require me to delay, shorten or skip a duty-free meal period or retaliate against me for

declining to do so. **I agree to waive** my meal period(s) when legally permissible.

AMZ-BRY000992



I do not agree to waive my meal periods. I understand that I will be expected to take each full meal period as scheduled or provided by law. **I do not agree to waive** my meal period(s) when legally permissible. I understand that I will be expected to take each full meal period as scheduled or provided by law.

I understand that I may at any time revoke this waiver for all future meal periods by contacting HR and providing my revocation in writing. I understand that if I revoke the waiver for future meal periods that I will be expected to take each full meal period as scheduled or provided by law. I understand that there will be no retaliation against me if I decide not to sign the waiver or to revoke the waiver.



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013



3/9/2020



Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services LLC is March 10, 2020.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources





8/1/2019

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on August 9, 2019 ("Start Date"). Your salary will be \$17.50 per hour, (\$36,400.00 annualized based on 2,080 hours per year) and a \$0.00 per hour Shift Differential (\$0.00 annualized based on 2,080 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1299070 JFK8 USA FC Support
Manager: Olivia Groh
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of



AMZ-BRY000996

shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████, we are very excited about the possibility of you joining us. I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.



AMZ-BRY000997

Olivia Groh
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Aug 8, 2019

Date



AMZ-BRY000998

Acknowledged by associate on June 22, 2019, 12:21:30 AM - Delivered by Ovadia,Ariana (ovadi)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]
Manager Name: Ovadia,Ariana (RT884-1)
Created On: June 22, 2019, 12:21:30 AM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **July 01, 2019**, Current UPT Balance is **9**, As of: **June 22, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: June 22, 2019, 12:21:30 AM

Manager Signature: Acknowledged by Ovadia,Ariana (BadgeID: 11679123)

Date: June 22, 2019, 12:21:30 AM

AMZ-BRY000462

Acknowledged by associate on November 30, 2019, 11:05:36 PM - Delivered by Norton,Michael (nortonmi)

Supportive Feedback Document Unpaid Personal Time - Notice



Associate Name: [REDACTED]
Manager Name: Norton,Michael (RT884-1)
Created On: November 30, 2019, 11:05:36 PM

Summary

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. This is just a friendly reminder: if your UPT balance is depleted past zero and you have no paid personal time available or other approved leave options, as described in the attendance policy, termination of employment will occur. So, please make sure you track your UPT balance and manage your time. If you have questions or need help, just ask!

Communication History

The following is a summary of your unpaid personal time feedback:

Level	Count	Most Recent
Notice	1	June 22, 2019, 12:00:00 AM

Details of Current Incident/Specific Concerns

We value you as a team member and appreciate the effort you give to ensure we are the Earth's most customer centric company! As an owner, we want you to be successful. You start your employment with a bank of Unpaid Personal Time (UPT), in addition to paid vacation and personal time. Your UPT bank is refreshed with an additional 20 hours each quarter (up to a maximum of 80 hours). This conversation is to make sure you know where you stand with your bank of UPT and the date your bank will be refreshed. Your next 20-hour allotment of UPT will be deposited into your UPT bank on: **January 01, 2020**, Current UPT Balance is **14**, As of: **November 30, 2019**

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: November 30, 2019, 11:05:36 PM

Manager Signature: Acknowledged by Norton,Michael (BadgeID: 0014429)

Date: November 30, 2019, 11:05:36 PM

AMZ-BRY000463

Acknowledged by associate on January 03, 2020, 11:17:02 PM - Delivered by Norton,Michael (nortonmi)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Norton,Michael (RT884-1)
Created On: January 03, 2020, 11:17:02 PM

Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
Documented Coaching	2	December 14, 2019, 3:46:18 PM

Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On On 12/29/2019, you were reported to be in violation of this policy by you were observed to be going to a private place on the FC with another associate and engage in inappropriate sexual workplace behavior such as being grinded on. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are now proceeding with a separation of employment with Amazon effective immediately.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Associate Signature: Acknowledged by [REDACTED]

Date: January 03, 2020, 11:17:02 PM

Manager Signature: Acknowledged by Norton,Michael (BadgeID: 0014429)

Date: January 03, 2020, 11:17:02 PM

AMZ-BRY000464

Acknowledged by associate on December 20, 2019, 5:21:07 PM - Delivered by Norton,Michael (nortonmi)

Supportive Feedback Document

Behavioral Attendance - Documented Coaching



Associate Name: [REDACTED]
Manager Name: Norton,Michael (RT884-1)
Created On: December 20, 2019, 5:21:07 PM

Summary

Your recent job performance is not meeting Behavioral Attendance expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral attendance feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's US FC Extra Time policy. During the week of 12/8, you worked over 12 hours on 2 occasions. At Amazon.com we are committed to providing a workplace where all associate's well-being are of the utmost importance. NACF Human Resources has put scheduling guidelines in place to help us manage this commitment. Associates will not be asked to nor may they voluntarily work more than 60 hours per workweek, more than 12 hours per day, or more than six consecutive days in a row, regardless of shift.

Areas of Improvement Required by Associate

For hourly associates you must manage your time accordingly to abide with this policy. Failure to do so will result in follow-up from your manager. Immediate improvement is required. If you have any questions about what constitutes appropriate behavior, please reach out to your manager or Human Resources. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Further violations may result in corrective action, up to and including termination.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: December 20, 2019, 5:21:07 PM

Manager Signature: Acknowledged by Norton,Michael (BadgeID: 0014429)

Date: December 20, 2019, 5:21:07 PM

AMZ-BRY000465

Acknowledged by associate on December 20, 2019, 5:20:30 PM - Delivered by Norton,Michael (nortonmi)

Supportive Feedback Document

Behavioral Attendance - Documented Coaching



Associate Name: [REDACTED]
Manager Name: Norton,Michael (RT884-1)
Created On: December 20, 2019, 5:20:30 PM

Summary

Your recent job performance is not meeting Behavioral Attendance expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your behavioral attendance feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's US FC Extra Time policy. During the week of 12/8, you worked over 12 hours on 2 occasions. At Amazon.com we are committed to providing a workplace where all associate's well-being are of the utmost importance. NACF Human Resources has put scheduling guidelines in place to help us manage this commitment. Associates will not be asked to nor may they voluntarily work more than 60 hours per workweek, more than 12 hours per day, or more than six consecutive days in a row, regardless of shift.

Areas of Improvement Required by Associate

For hourly associates you must manage your time accordingly to abide with this policy. Failure to do so will result in follow-up from your manager. Immediate improvement is required. If you have any questions about what constitutes appropriate behavior, please reach out to your manager or Human Resources. Please note that If an associate receives 2 finals or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. Further violations may result in corrective action, up to and including termination.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: December 20, 2019, 5:20:30 PM

Manager Signature: Acknowledged by Norton,Michael (BadgeID: 0014429)

Date: December 20, 2019, 5:20:30 PM

AMZ-BRY000466

Acknowledged by associate on June 08, 2019, 5:16:55 AM - Delivered by Ovadia,Ariana (ovadi)

Supportive Feedback Document Productivity - First Written



Associate Name: [REDACTED]
Manager Name: Ovadia,Ariana (RT884-1)
Created On: June 08, 2019, 5:16:55 AM

Summary

Your recent job performance is not meeting Productivity expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Verbal Positive	1	May 22, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Expected	% to Goal	% to Curve	Was Borrowed
Each Transfer In	Stow Each Nike Light NikeStow Medium EACH	Level 3	15.86	1620	102.08	165	61.86	68.74	N
Each Transfer In	Stow Each Nike Light NikeStow Small EACH	Level 3	6.12	1305	213.2	302	70.59	78.44	N
Stow to Prime	Stow Each Nike Light NikeStow Medium EACH	Level 3	0.57	113	196.42	115	170.8	189.78	N
Stow to Prime	Stow Each Nike Light NikeStow Small EACH	Level 3	0.06	25	409.09	278	147.15	163.5	N

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Curve	Exempted
May 29, 2019, 5:00:00 AM	3063	23	135	67.22	74.69	N
May 22, 2019, 5:00:00 AM	3967	22	179	89.11	104.84	N
May 15, 2019, 5:00:00 AM	2657	13	202	91.16	107.25	N
May 08, 2019, 5:00:00 AM	0	0	0	0	0	Y
May 01, 2019, 5:00:00 AM	0	0	0	0	0	Y

Areas of Improvement Required by Associate

You are expected to meet 100% of the productivity performance expectation. Please note that if an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your productivity performance, and will assist you in addressing any job related barriers that are impacting your ability to meet productivity performance expectations.

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: June 08, 2019, 5:16:55 AM

Manager Signature: Acknowledged by Ovadia,Ariana (BadgeID: 11679123)

Date: June 08, 2019, 5:16:55 AM

AMZ-BRY000467

Acknowledged by associate on June 02, 2019, 1:58:30 AM - Delivered by Ovadia,Ariana (ovadi)

Supportive Feedback Document Quality Trend - Documented Coaching



Associate Name: [REDACTED]

Manager Name: Eshetu,Henoak (RT884-1)

Created On: June 02, 2019, 1:58:30 AM

Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
Verbal Positive	1	May 22, 2019, 5:00:00 AM

Details of Current Incident/Specific Concerns * Expected DPMO is per error family and not per error type

You have not met Quality expectations 2 out of the last 6 weeks. See the Trend section below for further details.

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*	Minimum Units	Is Excluded
Stow	Overage	3	3989	650	1000	No
Stow	Shortage	1	3989	650	1000	No

Error Listing * Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
May 25, 2019, 4:07:44 AM	Stow	Shortage	Quantity: 1.0 Location Id: tsX00j0xa0n Fc Sku: ZZUGER1LR9 Application Name: AFTWatsonService Found Location List: [P-6-B968Y311]
May 25, 2019, 1:07:20 AM	Stow	Overage	Quantity: 1.0 Location Id: csXPBF52BTG Fc Sku: X001DA1SML Application Name: AFTWatsonService Found Location List: [P-8-B797V563]
May 24, 2019, 6:34:07 PM	Stow	Overage	Quantity: 1.0 Location Id: csXTE001I7o Fc Sku: ZZVDHZRR5P Application Name: AFTWatsonService Found Location List: [P-7-B287Z223]
May 23, 2019, 5:52:13 PM	Stow	Overage	Quantity: 1.0 Location Id: tsX05b99279 Fc Sku: ZZWRGLC2M3 Application Name: AFTWatsonService Found Location List: [P-6-B124J105]

Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
May 22, 2019	3989	4	1002.75	-54.28	No
May 15, 2019	5734	3	523.19	19.5	No
May 08, 2019	3355	7	2086.43	-221	No

Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that If an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

Associate Comments

AMZ-BRY000468

Associate Signature: Acknowledged by [REDACTED]

Date: June 02, 2019, 1:58:30 AM

Manager Signature: Acknowledged by Ovadia,Ariana (BadgeID: 11679123)

Date: June 02, 2019, 1:58:30 AM

AMZ-BRY000469

Acknowledged by associate on June 09, 2019, 2:29:12 AM - Delivered by Ovadia,Ariana (ovadi)

Supportive Feedback Document

Quality Trend - Documented Coaching



Associate Name: [REDACTED]
Manager Name: Ovadia,Ariana (RT884-1)
Created On: June 09, 2019, 2:29:12 AM

Summary

Your recent job performance is not meeting Quality expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations. In addition, this document describes the steps you and your manager will take to assist you in improving your performance. As a part of this conversation we are interested in understanding what barriers you think need to be removed, or what improvements can be made which would potentially assist you in improving your performance.

Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
Documented Coaching	1	May 29, 2019, 5:00:00 AM
Verbal Positive	1	May 22, 2019, 5:00:00 AM

Details of Current Incident/Specific Concerns * Expected DPMO is per error family and not per error type

You have not met Quality expectations 3 out of the last 6 weeks. See the Trend section below for further details.

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*	Minimum Units	Is Excluded
Stow	Shortage	4	3065	650	1000	No

Error Listing * Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
June 03, 2019, 3:54:24 AM	Stow	Shortage	Quantity: 1.0 Location Id: csXPBHSQ3S4 Fc Sku: X001Z81OQ1 Application Name: AFTWatsonService Found Location List: [P-5-B677Z867]
June 03, 2019, 2:55:46 AM	Stow	Shortage	Quantity: 1.0 Location Id: tsX02khhfaf Fc Sku: X001B4Q3AL Application Name: AFTWatsonService Found Location List: [P-9-B382G635]
June 02, 2019, 10:00:14 PM	Stow	Shortage	Quantity: 2.0 Location Id: tsX07p62iuf Fc Sku: B01FV637DO Application Name: AFTWatsonService Found Location List: [P-9-B961Y235]
June 01, 2019, 5:35:54 AM	Stow	Shortage	Quantity: 1.0 Location Id: csXP25Xz3wt Fc Sku: X000QZB3UV Application Name: AFTWatsonService Found Location List: [P-5-B361Z542]

Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
May 29, 2019	3065	4	1305.05	-100.78	No
May 22, 2019	3989	4	1002.75	-54.28	No
May 15, 2019	5734	3	523.19	19.5	No
May 08, 2019	3355	7	2086.43	-221	No

Areas of Improvement Required by Associate

You are expected to meet 100% of the quality performance expectation. Please note that If an associate receives a 2nd final or a total of 6 documented counseling write-ups in a rolling 12 months, their employment will end. We are committed to assisting you in improving your quality performance, and will assist you in addressing any job related barriers that are impacting your ability to meet quality expectations.

Associate Comments

AMZ-BRY000470



Associate Signature: Acknowledged by [REDACTED]

Date: June 09, 2019, 2:29:12 AM

Manager Signature: Acknowledged by Ovadia,Ariana (BadgeID: 11679123)

Date: June 09, 2019, 2:29:12 AM

AMZ-BRY000471

AMAZON.COM, INC.**CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT**

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and _____ ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

3.2 Prevention of Unauthorized Release of Confidential Information. Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

3.3 Confidential Information of Third Parties. Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

3.4 Return of Confidential Documents. On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

4.1 Non-Solicitation. During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

4.2 Non-Interference. During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.

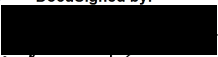
AMAZON.COM, INC.

Signature *Beth Galetti*

Name: Beth Galetti

Title: Vice President, Human Resources

EMPLOYEE

DocuSigned by:
Signature: 
2D0DFC60F6B04D0...

Name: 

Date: 5/1/2019



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking "Acknowledge" above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking "Acknowledge" above, I also agree to notify the Legal Department or [Amazon's Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.



1/4/2020



Dear [REDACTED]:

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services LLC is January 4, 2020.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources





5/1/2019

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]:

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the Reduced Time (30-39 hours) position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company. You will be working a Reduced Time (30-39 hours) schedule.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on May 7, 2019 ("Start Date"). You will ordinarily be scheduled to work 30 hours per seven-day week. Your salary will be \$17.50 per hour, (\$27,300.00 annualized based on 1,560 hours per year) and a \$2.40 per hour Shift Differential (\$3,744.00 annualized based on 1,560 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1299010 JFK8 USA FC Receiving(010)
Manager: Henoak Eshetu
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.



AMZ-BRY000479

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████████, we are very excited about the possibility of you joining us. I hope that you will accept

**AMZ-BRY000480**

this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

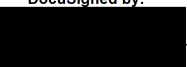
Sincerely,

Henoak Eshetu
Manager I, Operations

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.

DocuSigned by:


2D0DFC50F6B94D0...

Signature

5/1/2019

Date





AMZ-BRY000481

Acknowledged by associate on January 31, 2020, 9:14:18 PM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Behavioral - Termination



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: January 31, 2020, 9:14:18 PM



Summary

Your recent job performance is not meeting Behavioral expectations. Meeting performance standards is a critical component of your job. This document provides specific details about your performance and how you are not meeting expectations.

Communication History

The following is a summary of your behavioral feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns

The following feedback pertains to Amazon's Workplace Harassment policy. On January 31, 2020, you were admitted to be in violation of this policy by touching a female associate's breast. Examples of sexual harassment include, but are not limited to, "sexual jokes or use of sexually explicit language" and "sexual comments injected into business communications." Sexual harassment may be overt or subtle. Behavior that may be acceptable in a social setting may not be appropriate in the workplace.

Areas of Improvement Required by Associate

Amazon.com is committed to providing a safe and harassment free workplace environment. Workplace violence, including any intentional or reckless act that harms persons or property, is prohibited. Workplace violence also includes any verbal or physical conduct that threatens or that reasonably could be interpreted as an intent to cause harm to property or personal safety, even if it does not ultimately lead to harm to property or personal safety. This behavior is a violation of Amazon's Workplace Violence policy and is a Category 1 violation of Amazon's Standards of Conduct. You are expected to be in compliance with the Workplace Harassment policy at all times while working in the Fulfillment Center. Violation of this policy will result in termination effective immediately.

Associate Comments

I acknowledge that I have been informed of my right to appeal this feedback if I meet all eligibility requirements defined by the Appeals Policy, and that I know where to obtain an appeals packet.

Associate Signature: Acknowledged by [REDACTED]

Date: January 31, 2020, 9:14:18 PM

Manager Signature: Acknowledged by Wong,Douglas (BadgeID: 11279093)

Date: January 31, 2020, 9:14:18 PM

AMZ-BRY000482

Acknowledged by associate on January 25, 2020, 10:51:52 PM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: January 25, 2020, 10:51:52 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	4	January 15, 2020

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Each Transfer In	Stow Each Nike NikeStow Medium EACH	Level 5	7.94	1646	207.13	156	132.77	132.77
Each Transfer In	Stow Each Nike NikeStow Small EACH	Level 5	4.22	1714	405.65	283	143.34	143.34
Stow to Prime	Stow Each Nike NikeStow Medium EACH	Level 5	26.48	4991	188.47	112	168.28	168.28
Stow to Prime	Stow Each Nike NikeStow Small EACH	Level 5	3.05	1696	554.75	278	199.55	199.55

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
January 15, 2020, 5:00:00 AM	10047	42	241	161.28	3.36	N
January 08, 2020, 5:00:00 AM	11273	41	272	185.75	0.93	N
January 01, 2020, 5:00:00 AM	10406	38	276	178.61	1.75	N
December 25, 2019, 5:00:00 AM	12195	45	270	176.66	2.34	N
December 18, 2019, 5:00:00 AM	10136	41	247	180.99	1.68	N
December 11, 2019, 5:00:00 AM	9862	40	244	173.74	2.6	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 25, 2020, 10:51:52 PM

Manager Signature: Acknowledged by Wong,Douglas (BadgeID: 11279093)

Date: January 25, 2020, 10:51:52 PM

AMZ-BRY000483

Acknowledged by associate on January 18, 2020, 1:10:30 AM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: January 18, 2020, 1:10:30 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	3	January 08, 2020

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Each Transfer In	Stow Each Nike NikeStow Medium EACH	Level 5	10.23	2374	231.95	156	148.68	148.68
Each Transfer In	Stow Each Nike NikeStow Small EACH	Level 5	3.28	1440	438.28	283	154.86	154.86
Stow to Prime	Stow Each Nike NikeStow Medium EACH	Level 5	23.91	5598	234.06	112	208.98	208.98
Stow to Prime	Stow Each Nike NikeStow Small EACH	Level 5	4	1861	464.41	278	167.05	167.05

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
January 08, 2020, 5:00:00 AM	11273	41	272	185.75	0.93	N
January 01, 2020, 5:00:00 AM	10406	38	276	178.61	1.75	N
December 25, 2019, 5:00:00 AM	12195	45	270	176.66	2.34	N
December 18, 2019, 5:00:00 AM	10136	41	247	180.99	1.68	N
December 11, 2019, 5:00:00 AM	9862	40	244	173.74	2.6	N
December 04, 2019, 5:00:00 AM	12807	48	267	180.4	1.73	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 18, 2020, 1:10:30 AM

Manager Signature: Acknowledged by Wong,Douglas (BadgeID: 11279093)

Date: January 18, 2020, 1:10:30 AM

AMZ-BRY000484

Acknowledged by associate on January 11, 2020, 12:47:48 AM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: January 11, 2020, 12:47:48 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	2	December 11, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Each Transfer In	Stow Each Nike NikeStow Medium EACH	Level 5	7.18	2069	287.99	156	184.61	184.61
Each Transfer In	Stow Each Nike NikeStow Small EACH	Level 5	4.14	2181	525.57	283	185.71	185.71
Stow to Prime	Stow Each Nike NikeStow Medium EACH	Level 5	22.68	4551	200.62	112	179.12	179.12
Stow to Prime	Stow Each Nike NikeStow Small EACH	Level 5	3.7	1605	433.45	278	155.92	155.92

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
January 01, 2020, 5:00:00 AM	10406	38	276	178.61	1.75	N
December 25, 2019, 5:00:00 AM	12195	45	270	176.66	2.34	N
December 18, 2019, 5:00:00 AM	10136	41	247	180.99	1.68	N
December 11, 2019, 5:00:00 AM	9862	40	244	173.74	2.6	N
December 04, 2019, 5:00:00 AM	12807	48	267	180.4	1.73	N
November 27, 2019, 5:00:00 AM	5919	29	205	150.22	4.46	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 11, 2020, 12:47:48 AM

Manager Signature: Acknowledged by Wong,Douglas (BadgeID: 11279093)

Date: January 11, 2020, 12:47:48 AM

AMZ-BRY000485

Acknowledged by associate on December 14, 2019, 5:36:08 AM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: December 14, 2019, 5:36:08 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	1	December 04, 2019

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Each Transfer In	Stow Each Nike NikeStow Medium EACH	Level 5	12.38	3191	257.63	156	165.14	165.14
Each Transfer In	Stow Each Nike NikeStow Small EACH	Level 5	5.34	2707	506.16	283	178.85	178.85
Stow to Prime	Stow Each Nike NikeStow Medium EACH	Level 5	27.89	5952	213.39	112	190.52	190.52
Stow to Prime	Stow Each Nike NikeStow Small EACH	Level 5	2.37	957	402.14	278	144.65	144.65

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
December 04, 2019, 5:00:00 AM	12807	48	267	180.4	1.73	N
November 27, 2019, 5:00:00 AM	5919	29	205	150.22	4.46	N
November 20, 2019, 5:00:00 AM	6399	34	186	143.38	7.79	N
November 13, 2019, 5:00:00 AM	4351	23	190	135.34	9.26	N
November 06, 2019, 5:00:00 AM	6421	38	167	97.57	40.22	N
October 30, 2019, 5:00:00 AM	3410	29	119	64.45	86.06	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: December 14, 2019, 5:36:08 AM

Manager Signature: Acknowledged by Wong,Douglas (BadgeID: 11279093)

Date: December 14, 2019, 5:36:08 AM

AMZ-BRY000486

Acknowledged by associate on December 06, 2019, 6:32:29 PM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: December 06, 2019, 6:32:29 PM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
-------	-------	-------------

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Each Transfer In	Stow Each Nike NikeStow Medium EACH	Level 5	2.98	680	228.08	156	146.2	146.2
Each Transfer In	Stow Each Nike NikeStow Small EACH	Level 5	1.51	705	464.24	283	164.04	164.04
Stow to Prime	Stow Each Nike NikeStow Medium EACH	Level 5	22.07	3797	171.98	112	153.56	153.56
Stow to Prime	Stow Each Nike NikeStow Small EACH	Level 5	2.31	737	318.35	278	114.51	114.51

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
November 27, 2019, 5:00:00 AM	5919	29	205	150.22	4.46	N
November 20, 2019, 5:00:00 AM	6399	34	186	143.38	7.79	N
November 13, 2019, 5:00:00 AM	4351	23	190	135.34	9.26	N
November 06, 2019, 5:00:00 AM	6421	38	167	97.57	40.22	N
October 30, 2019, 5:00:00 AM	3410	29	119	64.45	86.06	N
October 23, 2019, 5:00:00 AM	5053	35	145	83.69	70.04	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: December 06, 2019, 6:32:29 PM

Manager Signature: Acknowledged by Wong,Douglas (BadgelD: 11279093)

Date: December 06, 2019, 6:32:29 PM

AMZ-BRY000487

Acknowledged by associate on February 01, 2020, 2:20:22 AM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Productivity - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: February 01, 2020, 2:20:22 AM

Summary

Your recent job performance has met or exceeded Productivity expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your productivity feedback:

Level	Count	Most Recent
Documented Positive	5	January 22, 2020

Details of Current Incident/Specific Concerns

Process	Function	LC	Hours	Units	UPH	Target	% to Goal	% to Curve
Pack Singles	Scan Verify Large ItemPacked Medium EACH	Level 1	28.55	2587	90.61	63	144.02	205.74
Pack Singles	Scan Verify Large ItemPacked Small EACH	Level 1	2.41	213	88.04	52	169.32	241.88
Each Transfer In	Stow Each Nike NikeStow Medium EACH	Level 5	8.88	2044	230.13	138	167.93	167.93
Each Transfer In	Stow Each Nike NikeStow Small EACH	Level 5	3.15	1821	576.36	284	203.35	203.35
Stow to Prime	Stow Each Nike NikeStow Medium EACH	Level 5	11.56	1655	143.07	111	129.61	129.61
Stow to Prime	Stow Each Nike NikeStow Small EACH	Level 5	1.29	431	333.89	278	120.1	120.1

Performance Trend

Below is a summary of your past Productivity performance.

Period Start	Unit Count	Hours Worked	UPH	% to Goal	% to Peers	Exempted
January 22, 2020, 5:00:00 AM	5951	25	239	152.14	4.22	N
January 15, 2020, 5:00:00 AM	10047	42	241	161.28	3.36	N
January 08, 2020, 5:00:00 AM	11273	41	272	185.75	0.93	N
January 01, 2020, 5:00:00 AM	10406	38	276	178.61	1.75	N
December 25, 2019, 5:00:00 AM	12195	45	270	176.66	2.34	N
December 18, 2019, 5:00:00 AM	10136	41	247	180.99	1.68	N

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: February 01, 2020, 2:20:22 AM

Manager Signature: Acknowledged by Wong,Douglas (BadgelD: 11279093)

Date: February 01, 2020, 2:20:22 AM

AMZ-BRY000488

Acknowledged by associate on January 12, 2020, 12:34:58 AM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Quality - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: January 12, 2020, 12:34:58 AM

Summary

Your recent job performance has met or exceeded Quality expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
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Details of Current Incident/Specific Concerns * Expected DPMO is per error family and not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*	Minimum Units	Is Excluded
Nike Stow	-	0	11194	200	1000	No

Error Listing * Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
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Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
January 01, 2020	11194	0	0	100	No
December 25, 2019	9002	0	0	100	No
December 18, 2019	12405	0	0	100	No
December 11, 2019	8668	0	0	100	No
December 04, 2019	11766	0	0	100	No
November 27, 2019	5931	0	0	100	No

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 12, 2020, 12:34:58 AM

Manager Signature: Acknowledged by Wong,Douglas (BadgelD: 11279093)

Date: January 12, 2020, 12:34:58 AM

AMZ-BRY000489

Acknowledged by associate on January 18, 2020, 1:10:39 AM - Delivered by Wong,Douglas (wongdoug)

Supportive Feedback Document Quality - Documented Positive



Associate Name: [REDACTED]
Manager Name: Wong,Douglas (RT884-1)
Created On: January 18, 2020, 1:10:39 AM

Summary

Your recent job performance has met or exceeded Quality expectations. Your manager and Amazon.com would like to take a moment to recognize your performance and thank you for your hard work.

Communication History

The following is a summary of your quality feedback:

Level	Count	Most Recent
Documented Positive	1	January 08, 2020, 5:00:00 AM

Details of Current Incident/Specific Concerns * Expected DPMO is per error family and not per error type

Error Family	Error Type	Errors Discovered	Units Processed	Expected DPMO*	Minimum Units	Is Excluded
Nike Stow	-	0	13270	200	1000	No

Error Listing * Up to 20 most recent errors shown

Date	Error Family	Error Type	Details
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Performance Trend

Below is a summary of your past Quality performance.

Period Start	Unit Processed	Errors Discovered	DPMO	Performance %	Exempted
January 08, 2020	13270	0	0	100	No
January 01, 2020	11194	0	0	100	No
December 25, 2019	9002	0	0	100	No
December 18, 2019	12405	0	0	100	No
December 11, 2019	8668	0	0	100	No
December 04, 2019	11766	0	0	100	No

Associate Comments

Associate Signature: Acknowledged by [REDACTED]

Date: January 18, 2020, 1:10:39 AM

Manager Signature: Acknowledged by Wong,Douglas (BadgeID: 11279093)

Date: January 18, 2020, 1:10:39 AM

AMZ-BRY000490

AMAZON.COM, INC.

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

This Confidentiality and Invention Assignment Agreement ("**Agreement**") is made by and between Amazon.com, Inc., a Delaware corporation, and [REDACTED] ("**Employee**").

RECITALS

- A. Employee enters into this Agreement in connection with Employee's acceptance of employment with Amazon.com, Inc. or its subsidiary or affiliate, and any future employment with Amazon.com, Inc. or another of its subsidiaries or affiliates (depending on the circumstances, each an "**Employer**");
- B. As used in this Agreement, "**Amazon**" means Amazon.com, Inc. and any entity that controls, is controlled by, or is under common control with Amazon.com, Inc., including without limitation its subsidiaries and affiliates;
- C. Employee's acceptance of this Agreement is an express condition of Employee's employment with Employer, and is made by Employee in consideration of such employment, including the compensation, benefits and confidential information provided now and in the future to Employee by Employer, which Employee acknowledges are of significant benefit to Employee; and
- D. Employee's continued employment with Employer is expressly conditioned on Employee's good faith agreement to comply with this Agreement.

AGREEMENTS

In consideration of the above Recitals, which are incorporated herein, the promises and covenants below, and other valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- 1. **TERM.** This Agreement, including Sections 3, 4, and 5, contains obligations that apply during Employee's employment and for specified periods after the date Employee's employment ends ("**Separation Date**"), regardless of the reason for separation or whether it was voluntary or involuntary.
- 2. **ATTENTION AND EFFORT.** During employment, Employee will devote Employee's time, ability, attention, and effort to furthering Amazon's best interests and will consult and comply with the Amazon Outside Activities policy for Employee's business or division as it pertains to engaging in outside work.
- 3. **CONFIDENTIAL INFORMATION.**

3.1 Confidentiality and Confidential Information. Employee will obtain, receive, or gain access to Confidential Information (as defined below) in connection with Employee's work for Amazon. During employment and at all times thereafter, Employee will hold all Confidential Information in strictest confidence and will not acquire, use, publish, disclose, or communicate any Confidential Information except as required in connection with Employee's work without the prior written approval of an authorized officer of Amazon. For purposes of this Agreement, "**Confidential Information**" means proprietary or confidential information of Amazon in whatever form, tangible or intangible, whether or not marked or otherwise designated as confidential, that is not otherwise generally known to the public, relating or pertaining to Amazon's business, projects, products, customers, suppliers, inventions, or trade secrets, including but not limited to: business and financial information; Amazon techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; algorithms, software, and other computer code; published and unpublished know-how, whether patented or unpatented; information concerning the identities of Amazon's business partners and clients or potential business partners and clients, including names, addresses, and contact information; customer information, including prices paid, buying history and habits, needs, and the methods of fulfilling those needs; supplier names, addresses, and pricing; and Amazon pricing policies, marketing strategies, research projects or developments, products, legal affairs, and future plans relating to any aspect of Amazon's present or anticipated businesses. Nothing in this Agreement

prohibits non-supervisory employees' communications about their own or their coworkers' wages, hours or working conditions.

- 3.2 Prevention of Unauthorized Release of Confidential Information.** Employee will take reasonable measures to prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any Confidential Information in Employee's possession or control.

Nothing prohibits Employee from reporting an event that he or she reasonably believes is a legal violation to a law-enforcement agency (such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, or Department of Labor), or from cooperating in an agency investigation. Employee acknowledges that he or she has received notice under the 2016 Defend Trade Secrets Act. First, that he or she will not be held criminally or civilly liable under Federal or State trade secret law for disclosing a trade secret either in confidence to a Federal, State, or Local government official or to an attorney for the purpose of reporting or investigating a suspected legal violation, or under seal in a lawsuit or other court proceeding. And, second, that an individual who pursues a lawsuit for unlawful retaliation against his or her employer for reporting a suspected legal violation may disclose the trade secret to his or her attorney and use the trade secret information in the court proceeding, provided any document containing the trade secret is filed under seal and is not disclosed unless permitted by court order.

- 3.3 Confidential Information of Third Parties.** Employee will preserve as confidential any information that Employee learns or obtains from a third party or relating to a third party (such as a client, customer, affiliate, partner, or vendor) that is not readily available to the public or that Amazon is obligated to treat as confidential, and Employee will treat such information as Confidential Information.

- 3.4 Return of Confidential Documents.** On the Separation Date, or at any time otherwise requested by Amazon, Employee will immediately return all Confidential Information and other things belonging to Amazon, including tools, equipment, devices, or other property, and all documents, records, notebooks, and tangible articles containing or embodying any Confidential Information, including any copies (whether stored in paper, electronic, magnetic, or other form) then in Employee's possession or control, whether prepared by Employee or others.

4. RESTRICTIVE COVENANTS.

- 4.1 Non-Solicitation.** During employment and for 18 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) accept or solicit business from any Customer of any product or service that Employee worked on or supported, or about which Employee obtained or received Confidential Information; or (b) encourage any Customer or Business Partner to cease doing business with Amazon or to terminate or limit an existing relationship or arrangement with Amazon. For purposes of this Agreement, "**Customer**" means any individual or entity that was a customer or client of Amazon during Employee's employment, or with which Amazon engaged in discussions before the Separation Date related to the possibility that such party might become a customer or client of Amazon, and "**Business Partner**" means any individual or entity with which, before the Separation Date, Amazon was involved in any business arrangement or engaged in discussions regarding the possibility of entering into such an arrangement.

- 4.2 Non-Interference.** During employment and for 12 months after the Separation Date, Employee will not, directly or indirectly, whether on Employee's own behalf or on behalf of any other entity (for example, as an employee, agent, partner, or consultant): (a) solicit or otherwise encourage any employee, contractor, or consultant of Amazon ("**Amazon Personnel**") to terminate any employment or contractual relationship with Amazon; (b) disclose information to any other individual or entity about Amazon Personnel that could be used to solicit or otherwise encourage Amazon Personnel to form new business relationships with that or another individual or entity; or (c) otherwise interfere with the performance by current or former Amazon Personnel of their obligations or responsibilities to Amazon. Nothing in this Section 4.3 restricts Employee from exercising rights protected under the National Labor Relations Act.

5. INTELLECTUAL PROPERTY.

5.1 Copyrights. All copyrightable works prepared by Employee within the scope of employment are works made for hire. Employer will own all rights under copyright in and to such works, and Employer will be considered the author of such works. If and to the extent that any such works are deemed not to constitute a work made for hire, and with respect to any other works that Employee prepares during working hours or using Amazon resources, Employee hereby irrevocably assigns to Employer all right, title, and interest in and to such work. To the extent any of Employee's rights in such works, including any moral rights, are not capable of assignment under applicable law, Employee hereby irrevocably and unconditionally waives all enforcement of those rights to the maximum extent permitted under applicable law.

5.2 Inventions. Employee will make prompt and full written disclosure to Employer, and hereby irrevocably assigns exclusively to Employer, all of Employee's rights, title, and interest in and to any and all inventions, discoveries, designs, developments, concepts, techniques, procedures, algorithms, products, improvements, business plans, and trade secrets (collectively, "**Inventions**") that Employee solely or jointly may conceive, develop, reduce to practice, or otherwise produce during Employee's employment.

5.3 NOTICE Regarding Inventions. Any provision in this Agreement requiring Employee to assign rights in Inventions does not and will not apply to any Invention for which no equipment, supplies, facilities, or trade secret information of Employer was used and that was developed entirely on Employee's own time, unless (a) the Invention relates (i) directly to the business of Employer, or (ii) to Employer's actual or demonstrably anticipated research or development, or (b) the Invention results from any work performed by Employee for Employer. This **NOTICE Regarding Inventions** will be interpreted in a manner that complies with applicable state law.

5.4 Prior Inventions. As to any Invention in which Employee has an interest at any time, if Employee uses or incorporates such an Invention in any released or unreleased Amazon product, service, program, process, development, or work in progress, or if Employee permits Amazon so to use or incorporate such an Invention, or if such an Invention pertains to Amazon business, Employee irrevocably grants (to the extent Employee has authority to do so) a perpetual, royalty-free, fully paid up, worldwide license to exercise any and all rights with respect to such Invention, including without limitation the right to protect, make, have made, import, use, and sell that Invention without restriction and the right to sublicense those rights to others (with the right to grant further sublicenses). This license will be exclusive, subject only to any preexisting non-exclusive licenses or other pre-existing rights not subject to Employee's control.

5.5 Assistance. Employee will execute all documents and take all other actions reasonably requested by Amazon in order to carry out and confirm the assignments contemplated by this Agreement, including without limitation applications for patents, registered designs, certificates of authorship, and other instruments or intellectual property protections appropriate to protect and enforce intellectual property rights throughout the world. If Employee fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Amazon, Employee irrevocably appoints Amazon and its authorized officers and agents as Employee's agent and attorney-in-fact to act in Employee's place to execute, acknowledge, verify, and deliver any such document on Employee's behalf. Employee's obligations under this Section 5.5 apply during employment and at all times thereafter.

6. DISCLOSURE OF RESTRICTIONS. Employee will disclose and provide a true and correct copy of this Agreement to any prospective new employer, business partner, or investor BEFORE accepting employment or engaging in any business venture. Employee authorizes Amazon to provide a copy of this Agreement to any new or prospective employer, business partner, or investor of Employee.

7. GENERAL PROVISIONS.

7.1 Third Party Beneficiaries. All Amazon entities, including without limitation Employer, are intended third party beneficiaries of Employee's covenants and promises in this Agreement, and have enforceable rights and remedies under this Agreement.

- 7.2 Waiver.** No waiver of any right or obligation under this Agreement will be valid unless in writing and signed by an authorized officer of Amazon. No waiver by Amazon of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Amazon of any right or obligation under this Agreement will be construed as a waiver of any other right or obligation. Amazon will not be required to give prior notice to enforce strict adherence to all terms of this Agreement.
- 7.3 Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, excluding its choice of law provisions. Each party irrevocably consents to exclusive jurisdiction and venue in the state and federal courts located in King County, Washington with respect to any action, claim, or proceeding arising out of or in connection with this Agreement, with the exception of requests for temporary or preliminary injunctive relief, which may be sought in any appropriate court with jurisdiction, but only if such relief could not be issued and made immediately binding against the party sought to be enjoined by the state and federal courts located in King County, Washington.
- 7.4 Remedies.** Any breach of this Agreement may cause Amazon irreparable harm for which there is no adequate remedy at law. As a result, Amazon will be entitled to the issuance by a court of competent jurisdiction of an injunction, restraining order, or other equitable relief in favor of itself, without the necessity of posting a bond, restraining Employee from committing or continuing to commit any such violation. Any right to obtain an injunction, restraining order, or other equitable relief under this Agreement will not be considered a waiver of any right to assert any other remedy Amazon may have at law or in equity. Nothing in this Agreement will limit the remedies available to Amazon. The restrictions in this Agreement are independent of any other provision of this Agreement and will be enforceable whether or not Employee may have or purport to have any claim against Amazon.
- 7.5 Modification of Restrictions; Severability.** Should a court of competent jurisdiction find that any provision of this Agreement, or compliance by any of the parties with any provision of this Agreement, is unlawful or unenforceable, such provision will be treated as narrowed to the extent required to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from the Agreement and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law. If Employee breaches any post-employment obligations to Amazon set forth in Section 4 of this Agreement, the applicable duration of such obligation will be extended by a period of no less than the duration of the breaching conduct. This Agreement should be interpreted in a way that provides the maximum protection to Amazon's Confidential Information and other business interests, and should not be interpreted against any party as its drafter.
- 7.6 Survival of Covenants.** The covenants and promises contained in Sections 3 through 7 of this Agreement will survive after the Separation Date.
- 7.7 Assignment.** This Agreement will bind and inure to the benefit of Employee and Amazon, and their respective heirs, legal representatives, and permitted successors and assigns. The covenants and promises of Employee under this Agreement are unique and personal. Accordingly, Employee may not assign any of Employee's rights or duties under this Agreement. Amazon.com, Inc. may assign this Agreement, without notice to Employee. Employee consents to such assignment and agrees and acknowledges that all terms and conditions of this Agreement will remain in effect after any such assignment.
- 7.8 Entire Agreement.** This Agreement contains the entire understanding between Employee and Amazon with respect to the subject matter of this Agreement, and there are no representations, warranties, promises, or undertakings other than those contained in this Agreement. No modification of or amendment to this Agreement (except by a court under Section 7.5) will be effective unless in writing and signed by both Employee and an authorized officer of Amazon.
- 7.9 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be treated as an original, but all of which taken together will be treated as one and the same instrument.

- 8. EMPLOYEE REPRESENTATIONS REGARDING EXISTING OBLIGATIONS.** Employee represents and certifies as follows: (a) Employee is not in possession or control of any document or other tangible thing that in any way constitutes confidential, proprietary, or trade secret information of any third party (including any former employer); (b) Employee is not subject to a non-competition agreement that precludes Employee's work for Amazon; (c) Employee has identified all confidentiality, proprietary information, non-solicitation, or similar agreements or obligations Employee has with any third party, and Employee will not violate any such agreements or obligations in the course of Employee's work for Amazon; and (d) Employee will not use or disclose any tangible or intangible information that constitutes a trade secret of any third party (including any former employer) in the course of Employee's employment, except pursuant to written authorization to do so (e.g., a technology license between Amazon and the third party).
- 9. EMPLOYEE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT; RIGHT TO SEPARATE COUNSEL.** Employee acknowledges with execution of this Agreement that: (a) Employee has carefully read all of this Agreement's terms and agrees they are necessary for the reasonable protection of the business of Employer and Amazon; (b) Employer has been induced to employ Employee by Employee's representation that Employee will abide by and be bound by each of the covenants and restraints in this Agreement; and (c) each and every covenant and restraint in this Agreement is reasonable. Employee acknowledges that Employee has been advised by Amazon that Employee is entitled to have this Agreement reviewed by counsel of Employee's choice, and has either done so or elected to forgo such right.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, a copy of which has been provided to Employee, the parties execute this Agreement.


AMAZON.COM, INC.

Signature 

Name: Beth Galetti

Title: Senior Vice President, Human Resources

EMPLOYEE

Signature: 

Name: 

Date: Sep 6, 2019



CODE OF BUSINESS CONDUCT & ETHICS
ACKNOWLEDGMENT FORM

By clicking “Acknowledge” above, I acknowledge that I have access to a copy of [Code of Business Conduct and Ethics](#) and [FAQs](#) through MyDocs and that I am responsible for reading, understanding, and complying with the Code of Business Conduct and Ethics.

By clicking “Acknowledge” above, I also agree to notify the Legal Department or [Amazon’s Ethics Line](#) immediately in the event I have reason to believe that any violations of the Code of Business Conduct and Ethics have occurred, including, but not limited to: fraud or improper conduct regarding accounting, auditing, or internal controls over financial reporting.

I understand that I can raise questions or concerns with my manager, human resources representative, or the Employee Resource Center.

Last Updated December 27, 2013



2/1/2020

[REDACTED]
[REDACTED] 3

Dear [REDACTED]

This letter confirms that the date of involuntary termination of your employment with Amazon.com Services LLC is February 1, 2020.

You have executed a Confidentiality and Invention Assignment Agreement with the Company. You are reminded that certain provisions of the agreement survive the termination of your employment with the Company and remain in full force and effect. Your agreement is available for review in the MyDocs portal for 90 calendar days after the end of your employment.

We wish you the best in your future endeavors.

Sincerely,
Amazon Human Resources

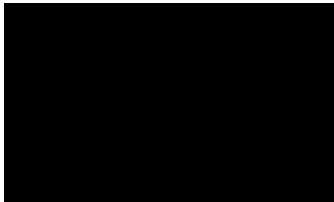


AMZ-BRY000497



9/6/2019

Amazon.com Services, Inc.
410 Terry Ave N.
Seattle, WA 98109
Employee Resource Center: (888) 892-7180



Dear [REDACTED]

On behalf of Amazon.com Services, Inc. (the "Company"), I am very pleased to offer you the Reduced Time (30-39 hours) position of Fulfillment Associate. This letter clarifies and confirms the terms of your employment with the Company. You will be working a Reduced Time (30-39 hours) schedule.

Start Date and Compensation

Unless we mutually agree otherwise in writing, you will commence employment on September 18, 2019 ("Start Date"). You will ordinarily be scheduled to work 30 hours per seven-day week. Your salary will be \$17.50 per hour, (\$27,300.00 annualized based on 1,560 hours per year) and a \$2.40 per hour Shift Differential (\$3,744.00 annualized based on 1,560 hours per year), payable Weekly (Friday) in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. You will be eligible for overtime pay in accordance with applicable laws.

Department, Manager and Shift

Department: 1299010 JFK8 USA FC Receiving(010)
Manager: Arnell Dandridge
Shift Pattern:

Your shift or schedule may change in the future. Based on business need, Amazon.com Services, Inc. reserves the right to modify shift times or rotate employees between existing shifts at any time in the company's sole discretion. Peak schedule information will be posted when it becomes available.



AMZ-BRY000498

Shift Information

Employees who work in Fulfillment Centers are expected to be open to working a variety of shifts. Most buildings, for instance, have night and weekend shifts, and many of our day shifts include one weekend day as part of the regular schedule. We do our best to match shifts with personal preference, but we reserve the right to assign employees to shifts and schedules based on business needs. All employees may be required to work overtime or on holidays, especially during our busy seasons.

Benefits

During the term of your employment, you will be entitled to 401(k), health and welfare, vacation, and other benefits as may be offered by the Company from time to time, subject to eligibility and other terms and conditions stated in the governing documents. Generally you are eligible to enroll in our 401(k) and major medical plans as of the date you start employment, with access to our enrollment system about three business days after your start date. Please refer to the enclosed documents for more information.

Preemployment Screening

This offer is contingent on the successful completion of a background check and drug test.

Employment at Will

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. Any statements to the contrary that may have been made to you, or that may be made to you, by the Company, its agents, or representatives are superseded by this offer letter.

Confidentiality and Invention Assignment Agreement

As a condition of your employment, you must sign the enclosed Confidentiality and Invention Assignment Agreement (the "Agreement"). Please review the Agreement carefully and, if appropriate, have your attorney review it as well.

Employment Eligibility

To comply with immigration laws, you must provide the Company with evidence of your identity and eligibility for employment in the United States no later than three (3) business days after your date of hire. If you are in visa status, you also must provide new or renewed evidence of your eligibility for employment immediately prior to or upon expiration of your visa authorization.

Additional Provisions

If you accept this offer, the terms described in this letter will be the initial terms of your employment, and this letter supersedes any previous discussions or offers. Any additions to or modifications to this offer must be in writing and signed by you and an officer of the Company.

This offer and all terms of employment stated in this letter will expire ten calendar days from the date of this letter.

██████████, we are very excited about the possibility of you joining us. I hope that you will



AMZ-BRY000499

accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

Arnell Dandridge
Manager II, Operations

ACCEPTANCE

I accept employment with Amazon.com Services, Inc. under the terms set forth in this letter.



Signature

Sep 6, 2019

Date



AMZ-BRY000500